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**The Solicitors' Journal**  
and Weekly Reporter.

(ESTABLISHED IN 1857.)  
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All letters intended for publication must be authenticated by the name  
of the writer.

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Current Topics.

The late Lieutenant R. H. Owen.

WE ARE not attempting to compile a list of solicitors and  
their clerks who fall in the war. This is being done by the  
Law Society, and the "Roll of Honour" is published from month  
to month in their *Gazette*. But we may call attention to the  
notice, printed in our obituary column from the *Times* of 27th  
April, of the death of Lieutenant ROWLAND HEELY OWEN. His  
name appears in the first Supplementary List of Solicitors and  
Articled Clerks serving with the Forces. He left with his  
battalion for France on 13th August, and his career since then  
seems to have been identified with all the places at which our  
troops have won distinction. He was killed while leading the  
successful charge on Hill 60. It is not for us to offer sympathy;  
but we may have the satisfaction of giving prominence to so  
notable a record.

The Treatment of Submarine Prisoners.

WHEN THE question of the treatment of the captured crews  
of German submarines arose, we ventured to suggest that there  
were practical reasons for not distinguishing between them and  
other prisoners of war—a suggestion which did not pass without  
criticism (*ante*, pp. 328, 343, 392, 395); but our suggestion seems  
to be supported by the actual result of Mr. CHURCHILL's well  
intentioned and morally justified announcement as to differential  
treatment, and by the debate in Parliament on Tuesday. Mr.  
CHURCHILL's statement was that the prisoners taken from the  
German submarine U 8 were to be made the subjects of special  
restrictions, and could not be accorded the treatment of other  
rank or be allowed to mingle with other prisoners of war. Lord  
LANSDOWNE, while admitting that these words, carefully and  
closely interpreted, did not really go far, observed that they  
had been taken by many people to indicate that the British  
Government was prepared to embark upon a policy of reprisals  
in the true sense of the word, and he observed that, in such a  
case, no policy could be more unfortunate or disastrous than a  
policy of reprisals. "In any competition of this kind with the  
Germans we should be hopelessly outdistanced." Of course it was  
in the mind of every one who considered the subject, that any

special measures taken against a particular class of German prisoners would at once react on British prisoners in Germany, and Sir EDWARD GREY was careful to explain that the submarine prisoners were being treated with humanity (*ante*, p. 392). But this has not prevented the solitary confinement of a certain number of British officers in Germany. In the House of Commons, Mr. CHURCHILL sticks to his policy, saying "We cannot admit that the reprisals which have been taken against a number of our own officers can be allowed to deflect us from a policy which we regard as humane and just in itself, and as a necessary means of publicly branding a barbarous form of warfare, and of preventing it from taking its place among methods open to belligerent nations." At the same time we gather that the general feeling in both Houses was that the time for enforcing our view of the conduct of the German military and naval authorities will be after the war, and not while they have hostages of ours in their keeping.

#### The Treatment of Prisoners of War.

THE DISCUSSION in Parliament to which we have just referred was concerned generally with the treatment of British prisoners in Germany. As to the nature of the treatment we need not give details. "There is no more painful aspect of the war," said Mr. ASQUITH, "than the treatment of British prisoners." It is enough for our present purpose that properly authenticated testimony shews that the prescription of Article 4 of The Hague Convention IV. of 1907 (Laws and Customs of War on Land) has been flagrantly violated. This article is as follows:—

Prisoners of war are in the power of the hostile Government, but not in that of the individuals or corps who captured them. They must be humanely treated.

All their personal belongings, except arms, horses, and military papers, remain their property.

This was intended to represent the result of the gradual amelioration in the condition of prisoners of war which has been going from barbaric times when the captive was forfeit to the captor either to be killed or enslaved. An intermediate stage existed in the practice of ransom. In the seventeenth century the Sovereign assumed control over prisoners to the exclusion of the actual captors, and in the eighteenth century it was recognised that prisoners of war were not subject to penal treatment, but only to such restraint as might prevent them from returning to the war. These are the principles now embodied in the above article. The following Articles—5 to 20—prescribe in detail the treatment and discipline of prisoners of war. They can be interned in a town or elsewhere, but can only be confined as an indispensable measure of safety (Article 5). They may, with the exception of officers, be required to labour, according to their rank and aptitude; but the tasks must not be excessive and must have nothing to do with military operations, and there must be suitable pay (Article 6). They must be treated, as regards food, quarters and clothing, on the same footing as the troops of the Government which has captured them (Article 7). Articles 14–16 require the establishment in each belligerent state of a bureau for information relative to prisoners of war on the commencement of hostilities, and the affording of facilities to relief societies. Under these regulations there should have been no question as to the proper treatment of prisoners.

#### Emergency Powers and Garnishee Orders.

A VERY interesting question as to the operation of the Courts (Emergency Powers) Act, 1914, in the case of garnishee orders has been decided by the Court of Appeal in *Keats v. Conolly* (Weekly Notes, 1915, p. 174). Section 1 (1) of the Act provides by paragraph (a) that the leave of the court shall be obtained before any person shall "proceed to execution on, or otherwise to the enforcement of, any judgment . . . for the payment or recovery of a sum of money" to which the sub-section applies. Now a garnishee proceeding is a species of execution (*White, Son, & Pell v. Stenning*, 55 SOLICITORS' JOURNAL, 441; 1911, 2 K. B., p. 427), and it consists of two steps—the garnishee orders *nisi* and absolute. The object of the proceeding is to render debts available for execution, and it assumes that A, the judgment creditor, has obtained judgment against B, the judg-

ment debtor, and that there is a debt owing from C to B. The order *nisi* provisionally attaches this debt, so as to prevent payment by C to B (see *Galbraith v. Grimshaw & Baxter*, 1910, 1 K. B., p. 343); this is served on the garnishee, and, unless otherwise ordered, on the judgment debtor (R. S. C., ord. 45, r. 1), and then the order absolute, made after hearing them, entitles the garnisher to recover the debt from the garnishee—summarily by an order for execution to issue, if the debt is not disputed; or otherwise, after trial of the liability (rr. 3, 4).

#### Garnishee Orders Nisi and Absolute.

HOW DOES the Courts (Emergency Powers) Act apply in such a case? *Prima facie* the obtaining of the order *nisi* is a proceeding to execution, and should be preceded by an application under the Act, on which the "person liable to make the payment" would be heard; but nothing is actually done until the order absolute is made, and then both judgment debtor and garnishee are present and can be heard. The court, therefore, can at this stage give the protection contemplated by the statute, and the Court of Appeal, affirming SCRUTTON, J., held that there was no need to obtain leave to issue the order *nisi*. The case is, indeed, analogous to that of a foreclosure order, under which leave is only necessary when the order *nisi* is made absolute (*Re Farnol, Eades, Irvine & Co.*, 1915, 1 Ch. 22). But this leaves open the more important question whether the judgment debtor is entitled to be heard at all. It is the garnishee who makes the payment, and he can obtain protection when, in pursuance of the order, the judgment creditor desires to proceed to execution against him. The judgment debtor, no doubt, loses his property—the debt—by the making of the order, and this may be inconvenient to him, but as BANKES, L.J., pointed out, the Act does not provide against inconvenience of this kind. It is intended to protect persons who have to make a payment, but whose means of doing so have been diminished by the war. It may be suggested that the Act does not, in fact, apply to garnishee proceedings at all until the garnisher wishes to issue execution against the garnishee under ord. 45, r. 3, and then, of course, leave would have to be obtained.

#### The Liability of Theatre Lessees.

IT IS not easy to find a satisfactory legal principle on which to base the decision of BAILHACHE, J., in *Cox v. Coulson* (Times, 17th ult.). The plaintiff had taken a ticket for the performance of a play at a theatre in South Shields of which the defendant was lessee and manager. There was a shooting scene in the play; pistols were fired in that scene and blank cartridges should have been used; but on the occasion on which the plaintiff attended one of the pistols had a ball cartridge in it, and the bullet caused personal injuries to her. In the county court she recovered damages against the lessee of the theatre, who shared with the company performing the play the profits derived from it. On appeal to the Divisional Court the judges differed—for, despite all protests of the legal press in the past, the practice of leaving two judges to hear appeals prevails once more. SHEARMAN, J., wished to allow the appeal, and BAILHACHE, J., wished to affirm the decision of the county court judge, and so the appeal was dismissed. The plaintiff's case was based on three warranties implied in the contract created by her purchase of a ticket: a warranty that the theatre should be safe; another warranty that the performance should be safe; and still another that the actors should act with due care and not negligently. Mr. Justice SHEARMAN refused to read any of these warranties into the contract except where the play is dangerous, and he wished the case retried on that issue of fact. Mr. Justice BAILHACHE found that the second and third of the alleged warranties are in fact implied by law; of course the first warranty—the safety of the building—exists in law as against the occupier in favour of every invitee, but it has no bearing on the kind of danger existing in the present case.

#### Extent of the Lessee's Warranty.

IF THESE implied warranties are supposed to be based on contract, it is a little difficult to discover the legal principle which gives rises to them. The seller of a ticket for the performance



simply sells to the purchaser a licence to enter a certain part of the theatre while a play is being acted. So far as contract goes he does not seem to warrant more than (1) that a play of the kind indicated will be performed on the date named, and (2) that he will permit the ticket-holder to enter upon the premises for the purpose of seeing that play. If any further liability is to be imposed upon him, its basis would seem to be tort, not contract. Now in tort three alternatives suggest themselves. The actors may be regarded as either (a) the servants or agents of the lessee—in which case the principle of *respondent superior* makes him responsible for the torts committed by them in the course of their employment, or (b), his co-adventurers—in which case, again he is liable for the torts of his co-partners on the principle of agency. Here the division of profits between lessee and company does suggest a joint adventure; the lessee to supply theatre and scenery, the actors to supply the labour, to the partnership; but the existence of such a joint adventure would be a question of fact. Again, the lessee's liability to his invitees as the occupier of premises must be considered; he warrants that he will take all reasonable care for their safety. But no one would suggest that a shopkeeper is liable to his customers if a fellow customer who is playing with a dangerous weapon he has brought with him lets it off and shoots them; and such a case is really analogous to that of the theatre. Lastly, it may be argued that a lessee who lets a theatre for the purpose of presenting a play with a shooting scene is dealing in a dangerous article, and so warrants the safety of that article. But this seems a far-fetched view. Probably the actual decision in *Cox v. Coulson*, which undoubtedly commends itself to common-sense, can best be supported on the view that the producing of the play is in reality a joint-adventure of lessee and company, and this appears to have been Mr. Justice BAILHACHE's *ratio decidendi*, although, perhaps, he did not express it very clearly in his judgment.

#### Causes of a Decline in Litigation.

THE CAUSES of a decline in litigation appear to be sometimes obscure. The Judicial Statistics of England and Wales, 1913, edited by Sir JOHN MACDONELL, the senior master of the Supreme Court, inform us that the decline in the business began in the county courts, and that this became evident in 1910 and still continues. In several of these courts the decline in the number of plaints is explained by the prevalence of strikes in the coal trade. On the other hand, the causes which in one district may increase plaints seem in another district to decrease them. The registrar of Glossop assigns brisker trade as a cause of an increase of plaints, while the registrar of Southport explains a decrease as follows: "The chief reason was undoubtedly the commercial prosperity of the district. There was very little unemployment and the wages were generally good." The registrars of Sheffield and West Hartlepool, on the other hand, assign this as the cause of an increase. Other registrars refer to the disinclination of the judge to make commitment orders as a cause of a reduction in the number of plaints, and the registrar of Colne, after referring the decrease to various causes, including the custom of purchasing goods on the hire-purchase system, concludes by saying that he is inclined to the view that, with the spread of education, a less litigious spirit is abroad, and that more claims are settled privately, there being a growing aversion to the publicity of court proceedings in view of the ever-increasing army of newspaper reporters. "A tradesman who comes into court as plaintiff is looked upon as hasty or litigious by a certain number of his customers, and he suffers accordingly." It is scarcely necessary to say that the decrease above referred to is also perceptible in the superior courts, and we are disposed to believe that there would be the same diversity of opinion as to the causes of this diminution.

#### Excusing Jurors from Attendance in the Jury Box.

READERS OF "Pickwick" will remember that one of the jurors in the trial scene, a chemist, asked the learned judge to excuse him from attendance as he had no one to look after his drugs and was not able to afford the expense of a competent assistant.

And they will not forget how this application was brushed aside by the judge, who had no difficulty in ruling that the chemist ought to be able to afford it. The judge at the trial may, we presume, for good reason dispense with the attendance of a jurymen, though there is not much in the books of practice on the subject. Total deafness on the part of the jurymen or an illness which confines him to his bed seem to be sufficient reasons for exemption. But when the reason put forward is that the applicant is engrossed in business and cannot arrange for any one to take his place the case is more difficult. We were a little surprised to read the report of an application in the City of London Court in which a stockjobber asked the deputy judge to relieve him from duty on the ground that business, after a long period of slackness, had suddenly become remarkably active and required his personal attendance. The application was granted, the juror offering to serve on a more convenient occasion. This decision, if cited as a precedent, may require some explanation and would possibly not be accepted by all our judges. And we cannot but think those who, like COBBETT, have described stockjobbers as traffickers in loans and debts would have treated the application above described with as little ceremony as Mr. Justice STARELEIGH the chemist's plea. The stockjobber has not even the chemist's plea that his shop boy will be committing murder unawares.

#### Sandbags as Instruments of Violence.

AT THE trial of two persons at the Old Bailey, who were accused of robbery with violence, it was stated that the instrument with which the assault on the prosecutor was committed was of novel design, consisting of a sandbag suspended from a cord. We had recently occasion to read (in a periodical nearly eighty years old) the story of a murder in a garden near Naples in which the victim was beaten to death by bags of coarse cloth, closely filled with sand, tightly bound at each extremity, and of about the thickness and length of stout wooden clubs. It is stated in a note to the narrative that this mode of inflicting death was not infrequent in the sixteenth and seventeenth centuries, and that there had been an instance of a murder committed in the same manner within a comparatively recent period. We have great difficulty in accepting the further statement that the blows with which death was inflicted left no bruises or signs upon the body. This statement is possibly founded on some superstition dating from an early period of Italian history.

#### Reports of Prize Cases.

OUR READERS will be interested to note that Messrs. STEVENS & SONS (Limited), are publishing next week Part I. of the English and Colonial Prize Cases. This part will contain English, Egyptian and Canadian Cases, and further parts will be published from time to time. The Prize Court here, presided over by Sir SAMUEL EVANS, has, as our own columns have shewn, already given a series of very important and interesting decisions, and it will be useful, both for present practice and for future reference, to have these and the decisions of other British tribunals collected in convenient form.

In the House of Commons on 22nd ult., in answer to Mr. Hogge, the Chancellor of the Exchequer said: The Directorship of Financial Enquiries, to which Mr. Hartley Withers has been appointed, is an entirely new post on the permanent establishment of the Treasury, the creation of which has been rendered necessary by the great extension in the functions of the department which has recently taken place and which is likely in many directions to be permanent. The Financial Enquiries branch will collect statistics and information upon questions of finance and currency both in the United Kingdom and elsewhere and will prepare reports on these subjects for the use of the Treasury. Sir George Paish was good enough at the outbreak of the war to place his great experience of financial questions at my disposal in a temporary capacity and at the end of last month, having completed his work at the Treasury, he resumed his ordinary duties as joint editor of the *Statist*. In selecting Mr. Hartley Withers for the new post of Director of Financial Enquiries, I of course, had in mind the fact that his position upon the Treasury establishment would place his advice upon similar questions at my disposal, but otherwise there is no connection between the two appointments.

## Austro-Hungarian Prize Courts.

By CHARLES HENRY HUBERICH, of Berlin, Hamburg and The Hague, Counsellor-at-Law of the United States Supreme Court Bar; and RICHARD KING, of London, Solicitor of the Supreme Court, England.

THE fact that the Austro-Hungarian Monarchy ratified without reservations the Sixth Hague Convention relative to the status of enemy merchant ships at the outbreak of hostilities, and by agreement with Great Britain and France accorded days of grace to enemy ships in Austrian and Hungarian ports at the outbreak of the war or thereafter entering such ports in ignorance of the war, coupled with the limited field of activity, makes the prize law of this Monarchy of less practical importance than that of the other larger states involved in the war. British vessels are furthermore protected by an agreement providing for freedom from capture where the same are encountered at sea, even after having obtained knowledge of the outbreak of the war, provided that they left their last port before the declaration of war between the two countries.

Since the outbreak of the present war and up to 1st April, 1915, only one enactment has been promulgated by Austria-Hungary relative to matters of prize law. This is the Ordinance of the Joint Ministry relating to jurisdiction in matters of prize, dated 19th December, 1914, and published in the Austrian Official Gazette (*Reichsgesetzblatt für die im Reichsrath vertretenen Königreiche und Länder*), No. 181, page 1239-1241, of the same date.

The Ordinance provides for the creation of a Prize Court of First Instance (*Preisengericht I. Instanz*), sitting at Pola, and a Court of Appeal in Matters of Prize (*Oberpreisengericht*), sitting in the Marine Section of the Ministry of War.

The Prize Court of First Instance is presided over by a rear-admiral or captain of a battleship (*Linienschiffskapitan*), and consists, in addition to the president, of two officers in the naval judicial service (*Marinejustizdienst*), one of whom acts as referee. The court decides by majority vote. The president appoints a Committee of Investigation, composed of members of the Marine Administration. This Committee may summon experts to determine questions of international trade, and is empowered to hear interested parties, and to take the necessary preliminary steps in respect of a ship, crew, and cargo, to present the evidence in the case, and to execute the judgment.

The Court of Appeal in Prize Cases consists of a flag officer of higher rank (*ranghöherer Flaggenoffizier*), acting as president, of two higher officers of the marine judicial service, one of whom acts as referee, and of a legal officer designated by the Ministry of Foreign Affairs and two designated by the Austrian and by the Hungarian Ministries of Commerce. The court decides by majority vote, and in case of a tie the president has a second or casting vote.

In general, captured vessels are to be brought into the harbour of Pola. The arrival of the prize ship must be notified by the captor to the Committee of Investigation. The ship's papers are given a preliminary examination, and the evidence of the captor is heard. In the absence of other interested parties the captain of the captured vessel is regarded as their representative, and is examined in respect of the facts of the case. The referee of the Committee of Investigation may also examine the crew, and, if necessary, the passengers of the captured vessel. The Committee takes over and provides for the making of an inventory of the ship and cargo by means of experts, and takes such other steps as may be necessary for the security of the ship and cargo and the maintenance and supervision of the crew. The referee is bound to expedite the investigation of the circumstances of the capture, with due regard to the interests of the captors and of the owners. The captor is represented by an official appointed by the Ministry of Marine. The referee must accord to all interested parties the right to examine the evidence and enable them to make such explanations as they may deem necessary. The protocol of these proceedings is transmitted to the Prize Court of First Instance.

The Committee of Investigation may also determine any of

the following matters: (1) the appointment of curators for persons interested in the ship or cargo; (2) the discharge of the cargo, or its sale and the deposit of the proceeds; a sale may take place only with the consent of all parties interested, except when the cargo is of a perishable nature, in which case an order of sale is made; (3) the release of the ship or of such parts of the cargo as are not subject to capture; (4) dispositions in reference to the crew and passengers; (5) appeals against acts of the referee. An appeal lies in respect of the acts of the Committee of Investigation to the Prize Court of First Instance.

The Prize Court of First Instance may order the production of additional evidence or remit the case to the Committee of Investigation for further proofs. The court must determine whether the captured ship and cargo is lawful prize, and make the necessary disposition of ship, cargo, and crew, and, in case of the release of a ship charged with carrying contraband, determine the costs of the proceedings and of the maintenance of the ship and cargo pending the trial.

In the determination of the case the existing laws and regulations, treaties, and the generally recognized principles of international law are to be applied. The judgment must set forth the grounds of the decision and the method of enforcement. A copy must be furnished to each interested party as well as to the Marine Section of the Ministry of War and to the captor. A publication of the judgment must be made in the *Normal-Verordnungsblatt für die K. und K. Kriegsmarine*.

Unless an appeal is made within thirty days after such publication, the judgment is executed and the records are sent to the Committee of Investigation. If an appeal is entered, such of the parties as may be affected may investigate the records of the case, and present to the Prize Court of First Instance any claims within fourteen days from the date of the appeal.

After the expiration of the fourteen days the Prize Court of First Instance transmits the records to the Court of Appeal, and acquaints the Committee of Investigation with this fact. The judgment of the appellate court is rendered in the same form as that of the trial court, and the records are transmitted to the latter court for the information of the parties and for transmission to the Committee of Investigation.

If the ship or the whole or a part of the cargo is condemned, the Committee of Investigation must apply for further instructions to the commander of the fleet. If the ship or cargo is released, the Committee turns over the same to the persons entitled, subject to the payment of such costs as may be specified in the decree.

## Reviews.

### Book of the Week.

**Workmen's Compensation and Insurance.**—Workmen's Compensation and Insurance Reports, 1915. Part I. Edited by W. A. G. WOODS, LL.B., Barrister-at-Law. Annotated Index by GILBERT STONE, B.A., LL.B., Barrister-at-Law. The Reports and Digest Syndicate (Limited). Subscriptions for 1915, including the annual bound volume, 15s.

## Correspondence.

### German Losses and the War.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The following report received from my firm's Hague Agency may be of interest to your readers. It is also interesting as indicating German preparations for peace. RICHARD KING.  
Temple-chambers, E.C., April 23.

The German Government has made provisions for the consideration of, and the gathering of, evidence relative to private claims, especially of German subjects, for losses arising out of the war. The various claims must be submitted to specially named authorities and are classified under the following heads:—

1. Damages arising through invasion of the armed forces of the enemy.



2. Damages arising through the warlike operations of the enemy in the German Colonies.

3. Damages to the person or property of German civilians in enemy countries arising through acts of violence of the population or of the authorities.

4. Damages to the property of German subjects in enemy countries arising through the enforcement of enactments made by the enemy governments such as confiscation, enforced liquidation, and the like.

5. Damages arising through the capture, detention, or enforced idleness of German vessels or of German cargoes.

Losses incurred in respect of claims of German subjects in the enemy countries by reason of legislative enactments, such as moratoria, prohibition of payments and sequestration, are not to be notified to the Government, as the Government promises that, in the peace negotiations, these claims will be considered and will receive full consideration in such form as to give full compensation to the claimants. The same applies to such losses as may have been incurred in respect of the revocations of or limitations on concessions, patents or copyrights. Full provisions as to the method of presentation are made, and all claims must be presented in such form and with such data that, if necessary, an affidavit of the truth of the statements contained therein can be furnished by the claimant.

A number of memorials have been presented to the Reichstag by associations of manufacturers and the like, looking towards an adjustment of private claims through the respective governments.

### European Lawyers and the War.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—It may be of interest to your readers to know that the American Bar Association has placed in the hands of the undersigned a fund for the relief of European lawyers impoverished and rendered homeless by the war.

Any application should be in writing addressed—J. ARTHUR BARRATT, Esq., 3, Temple gardens, Temple, E.C.

WALTER G. F. PHILLIMORE.  
J. ARTHUR BARRATT.

April, 1915.

## CASES OF THE WEEK.

### House of Lords.

**DUNLOP PNEUMATIC TYRE CO. (LIM.) v. SELFRIDGE & CO. (LIM.).**

23rd and 25th March; 26th April.

SALE OF GOODS—CONDITIONS AS TO RESALE—MIDDLEMAN—CONTRACT BETWEEN PURCHASER AND ORIGINAL VENDOR—CONSIDERATION.

In 1911 the appellants entered into a contract with D. & Co., the object of which was to secure that the appellants' goods should not be resold by retail shopkeepers at less than current list prices, the consideration given D. & Co. being certain discounts on all trade purchases. In furtherance of this object D. & Co. undertook to get from any purchaser an undertaking similar in terms to that which they themselves gave. In January, 1912, D. & Co. made a contract with the respondents, Selfridge & Co. (Limited), who agreed to be bound by the terms of D. & Co.'s undertaking. By some mistake two tyres were sold by Selfridge & Co. (Limited) to a private customer at less than current list price. The appellants thereupon brought an action against Selfridge & Co. (Limited) claiming an injunction and damages.

Held, that the discounts allowed by the appellants to D. & Co. were no part of the consideration for the contract made between D. & Co. and Selfridge & Co. (Limited), and, therefore, the appellants, being no party in terms to the agreement of January, 1912, it was unenforceable by them, and judgment had rightly been entered for the respondents.

Decision of Court of Appeal (reported 83 L. J. K. B. 923, 110 L. T. R. 679) reversing a decision of Phillimore, J. (1913, W. N. 46), affirmed.

Appeal by the Dunlop Pneumatic Tyre Co. (Limited) from an order of the Court of Appeal. The question was whether it was competent for the appellants to enforce a contract entered into between A. J. Dew & Co., who were trade purchasers from the appellants, and the respondents, Selfridge & Co. (Limited), with a view to securing the maintenance of the appellants' list prices. The order appealed from, reversing a decision of Phillimore, J., who gave judgment for the appellants (the plaintiffs) with an injunction and damages against the respondents (the defendants), declared that the contract was unenforceable by the appellants. At the hearing of the appeal counsel for the respondents were not heard, and judgment was reserved.

Viscount HALDANE, C., in moving the appeal should be dismissed, said that prior to 2nd January, 1912, Messrs. Dew entered into a contract with the appellants to purchase a quantity of tyres and other goods from them at the prices in their list, in consideration of receiving certain discounts. As part of their contract Messrs. Dew undertook, among other things, not to sell to certain classes of customers at prices below those in the current list issued by the appellants. They were, however, to be at liberty to sell to a class of customer that included the respondents at a discount substantially less than the discount they were themselves to receive from the appellants, but in the case of any such sale they undertook, as the appellants' agent in this behalf, to obtain from the customer a written undertaking that he similarly would observe the terms so undertaken by themselves. This contract was embodied in a letter dated 12th October, 1911. On 2nd January, 1912, the respondents contracted with Messrs. Dew that in consideration of the latter allowing them discounts on goods of the appellants' manufacture which the respondents might purchase from Messrs. Dew, less in point of fact than the discount received by the latter from the appellants, the respondents among other things would not sell the appellants' goods to private customers below those in the appellants' current price list, and that they would pay to the appellants a penalty for every article sold in breach of this stipulation. The trial judge held that the respondents sold goods of the appellants' manufacture, supplied through Messrs. Dew, at less than the stipulated prices, and the question was whether the appellants, who were not in terms parties to the contract of 2nd January, could sue them. In order to entitle a plaintiff to sue in such circumstances as the present, he must have given consideration either personally or through the promisee acting as his agent in giving it. In the present case the consideration—the allowance of what was really part of the discount to which Messrs. Dew, the promisee, were entitled as between themselves and the appellants—was to be given by Messrs. Dew on their own account, and was not in substance, any more than in form, an allowance made by the appellants. The case for the appellants was that they permitted and enabled Messrs. Dew, with the knowledge and by the desire of the respondents, to sell to the latter on the terms of the contract of 2nd January, 1912. But it appeared to his lordship that even if this was so the answer was conclusive. Messrs. Dew sold to the respondents goods which they had a title to obtain from the appellants independently of this contract. The consideration was the allowance to Selfridge & Co. (Limited) of what was in reality part of the discount to which Messrs. Dew were entitled from the Dunlop Pneumatic Tyre Co. (Limited), and was not in substance, any more than in form, an allowance made by the Dunlop Pneumatic Tyre Co. (Limited). The consideration by way of discount came wholly out of Messrs. Dew's pocket, and neither directly nor indirectly out of that of the Dunlop Pneumatic Tyre Co. (Limited). In his opinion the judgment of the Court of Appeal was right, and should be affirmed.

Lords DUNEDIN, ATKINSON, PARKER, SUMNER, and PARMEOR read judgments to the like effect, and the appeal was accordingly dismissed with costs.—COUNSEL, for the appellants, *Younger, K.C., and Disturnal, K.C.*; for the respondents, *Sir Robert Finlay, K.C., Sanderson, K.C., and Tebbis.* SOLICITORS, *John B. & F. Purchase; Nunn, Popham, & Starkie.*

[Reported by ERKINS REID, Barrister-at-Law.]

## Court of Appeal.

**ATTORNEY-GENERAL v. SHOREDITCH BOROUGH COUNCIL AND ANOTHER.** No. 1. 23rd and 26th April.

LOCAL GOVERNMENT—PUBLIC HEALTH—BATHS AND WASHHOUSES—BOROUGH COUNCIL—POWER TO LET DURING WINTER MONTHS AS AN EMPTY BUILDING—OCCASIONAL USER—CONVERSION INTO KINEMATOGRAPH THEATRE—BATHS AND WASHHOUSES ACT, 1878 (41 & 42 VICT. C. 14), s. 5—BATHS AND WASHHOUSES ACT, 1896 (59 & 60 VICT. C. 59), s. 2.

It is not competent under the Baths and Washhouses Acts, 1846 to 1899, for a local authority to let their closed swimming bath for the winter months as a cinematograph theatre, open every evening, with music provided as an essential part of the entertainment. Whether or not such a letting is for the purposes of "healthful recreation" within section 5 of the Baths and Washhouses Act, 1878, it is one which requires a music licence, and, that being so does not comply with the conditions contained in the Baths and Washhouses Act, 1896, s. 2, that the bath shall only be let for such an entertainment occasionally, and that no money shall be taken at the doors.

Appeal by the defendants from a decision of Joyce, J. (reported 59 SOLICITORS' JOURNAL, 249), in an action brought by the Attorney-General at the relation of the Hoxton Cinema (Limited), claiming (1) a declaration that the letting by the defendant council to the defendant, C. F. Wright, of the large hall, Hoxton Baths, and other rooms thereat, for the winter season 1913-1914, for cinematograph entertainments, was contrary to the provisions of the Baths and Washhouses Acts, 1846 to 1899, and was *ultra vires* the council; (2) an injunction to restrain the defendant council from letting the Hoxton Public Baths or any part thereof as a cinematograph theatre, and from permitting the premises to be so used and occupied in breach of the Acts; (3) an injunction to restrain the defendant Wright from so using and occupying the premises, and in any case from taking money at the doors.

Joyce, J., held that such letting was not a letting of a swimming bath "to be used as an empty building for purposes of healthful exercise and recreation" within section 5 of the Baths and Washhouses Act, 1878, and was also unauthorized under the Act of 1896 as having been otherwise than an occasional letting, and money having been taken at the doors. He therefore granted the declaration and injunction asked for. The defendants appealed.

THE COURT dismissed the appeal.

LORD COZENS-HARDY, M.R., said the appeal raised a question as to the user by the defendants of public baths for a cinematograph entertainment, and the learned judge below had held that what they were doing was not justified by Act of Parliament. Under the Baths and Washhouses Act, 1878, s. 5, public authorities were empowered to construct bath-houses, and from November to May they might allow any swimming bath belonging to them to be used as an empty building for healthful recreation and exercise. There was a proviso, however, that no empty swimming bath should be used for music and dancing. The proviso was repealed, so far as the county of London was concerned, by section 2 of the Act of 1896, but the repeal was not absolute. Before any bath could be used for music or dancing a licence for that purpose had to be obtained from the London County Council, and it was a condition of granting such licence that the premises were not to be let to any person or persons otherwise than occasionally, and that no money should be taken at the doors. It had been argued that the user of the bath was not such as to render a music licence necessary, as music was merely an incidental item of the entertainment, and that the above conditions only applied where the performance was one which required a music and dancing licence. But the borough council had themselves obtained a licence for the premises. His lordship was not prepared to accept the argument, but, assuming it was valid, he could not bring himself to doubt that the music here was a very important and an essential part of the performance. That alone on the facts of the case was sufficient to decide it, but he would not leave it at that. It was not a case of an "occasional performance" of music; there were a pianoforte and an organ in regular use, with a musical director who played on them. The only power the council had was to allow the bath to be used as an empty building, but they had not done anything of the kind. They had even erected an operating box—a solid cement structure. The decision of the learned judge below was quite right, and the appeal would be dismissed with costs.

PICKFORD and WARRINGTON, L.J.J., delivered judgment to the same effect, the former observing that on the facts it was quite unnecessary to decide whether a cinema exhibition was a form of "healthful recreation" or not. The fact that a musical director was advertised to be there indicated that the defendants thought the music would be a considerable attraction to the public.—COUNSEL, Macmorran, K.C., and E. J. Naldrett; Hughes, K.C., and A. Guest Matthews (who appeared in uniform); J. D. Israel. SOLICITORS, R. C. Ray; Broxholm & Williams; Donald S. Ball.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

## Bankruptcy Cases.

### Re LEVY & GERSHON. *Ex parte* COOTE & RICHARDS AND OTHERS. Horridge, J. 15th April.

**BANKRUPTCY—PROPERTY OF BANKRUPT—RELATION BACK OF TRUSTEE'S TITLE—CONSENT ORDER DEALING WITH PARTNERSHIP ASSETS—PRIOR ACTS OF BANKRUPTCY BY THE PARTNERS KNOWN TO THE CONSENTING PARTIES—SUBSEQUENT ADJUDICATION OF THE PARTNERS—BANKRUPTCY ACT, 1914 (4 & 5 GEO. 5, c. 59), ss. 37, 38.**

The parties to a motion in a partnership action in the Chancery Division consented to an order dealing with the assets of the partnership. At the date of such order acts of bankruptcy, of which the consenting parties had notice, had been committed by both the partners, who were subsequently adjudicated bankrupt, when the trustee's title related back to those acts of bankruptcy.

Held, that such order was of no force against the trustee, for the assets which it purported to deal with were his property at the date of the order, and he had been no party to the motion whereon it was made.

In this case there were originally three motions, which were consolidated into one during the course of the hearing. In the first motion the applicants were Messrs. Coote & Richards, a firm of solicitors, who asked for payment of the amount of £40 15s. 4d., for which they had obtained a charging order in the proceedings for the dissolution of the partnership between the bankrupts. This claim was not disputed by the trustee, who, however, pointed out that there were other creditors, Hill & Co., who had obtained a similar order at an earlier date, which would take precedence of Messrs. Coote & Richards' order. The second motion was a claim by the receiver in the partnership proceedings for remuneration. This claim was disallowed upon the facts. The third motion was by Messrs. Westcott & Son, a firm of solicitors, who claimed to be secured creditors in the bankruptcy, and a similar claim was put forward by Messrs. Coote & Richards as a second head of their notice of motion. The facts with regard to this application were as follows:—Before the making of receiving orders against the bankrupts, Levy & Gershon, an action for dissolution of partnership had been brought by Levy against Gershon

before Joyce, J., in the Chancery Division. Judgment was given for dissolution of partnership, and one Olive was appointed receiver of the partnership assets. After this judgment petitions were presented against both the bankrupts; against Gershon on 17th April, 1914, and against Levy on 23rd April. Receiving orders were eventually made on both petitions. On 16th June a motion came on for hearing before Joyce, J., for the removal of the receiver. The applicants, Coote, Richards, & Co., acted as solicitors in support of the motion, and the applicants, Westcott & Son, acted as solicitors for the opposition to the motion. Joyce, J., was informed in open court of the pending bankruptcy proceedings, and there was no evidence that the applicants were not aware of the acts of bankruptcy alleged in the petition. The receiving order against Gershon had been made on 29th May, before the motion came on. On that motion an order by consent was made whereby the receiver agreed to vacate his office, and it was ordered that the costs of all parties be taxed and paid forthwith out of the assets of the partnership by the receiver or other person having possession of the assets. On 19th June the receiving order was made against Levy, and on 15th July both partners were adjudicated bankrupt and the proceedings were consolidated in one bankruptcy. On the same date a trustee was appointed in whom the partnership assets vested, and his title related back to the acts of bankruptcy alleged in the petitions. Counsel for the applicants now submitted that the order of 16th June gave them a charge on the assets which made them secured creditors in the bankruptcy, and relied on *Roddick v. Gamble* (1 De G. M. & G. 777). Counsel for the trustee contended that there were no words in the order constituting a charge, and cited *Moycock v. Beaton* (13 Ch. D. 354) and *Re Potts, Ex parte Taylor* (10 Mor. 52). He also contended that at the date of the order the partnership assets were already the property of the trustee by virtue of the doctrine of relation back of the trustee's title to the earliest available act of bankruptcy. All the parties were aware of the acts of bankruptcy on which the petitions were founded. Those acts were committed before the date of the order, and the trustee's title related back to them. The parties to the motion had no right to consent to any order disposing of the assets in the absence of the trustee, whose property they were.

HORRIDGE, J.—This case, as it originally came on for hearing, was made up of three motions, but it has now been consolidated into one. I will first deal with the third motion, in which the question arises whether Olive, the receiver in the dissolution of partnership, is entitled to be paid any remuneration, and I hold that the facts which have been proved before me shew that there has been misconduct on his part which disentitles him from receiving any remuneration. I will next deal with the first motion, which concerns the claims of certain creditors who applied to the court for leave to issue execution on the partnership assets after the receiver had been appointed. These creditors were Hill & Co., who obtained an order on 30th March, 1914, giving them a charge on the assets in the hands of the receiver to the amount of £57 17s. 8d.; and Coote & Richards, who obtained a similar order to the amount of £40 15s. 4d. on 22nd April, 1914. These orders put them in the same position as if they had levied execution, and I make a declaration that they are entitled to be paid the sums claimed by them. Beyond that there remains a question as to two acts of costs. While the dissolution proceedings were going on in the Chancery Division a motion was brought before Joyce, J., for the removal of Olive from the receivership. An order was made on that motion on 16th June, 1914, which purports to be by the consent of all parties, and directs that the costs of all the parties to the motion are to be taxed and paid forthwith out of the assets by the receiver or other person having possession of the assets. The solicitors whose costs are involved in this order are Westcott & Son and Coote & Richards, who appeared for parties on the motion. The first question on that order is whether it gave them an equitable charge on the assets in the hands of the receiver so as to constitute them secured creditors in the bankruptcy. Mr. Hansell contended that it did not, and referred me to *Re Potts, Ex parte Taylor* (10 Mor. 52), but in that case it was held, on the words of the order that had been made therein, that the plaintiffs were not secured creditors, because there was no order upon anyone to pay the money (see *Lindley, L.J.*, at p. 66). In the present case there is an order on the receiver to pay the money, and therefore I hold it is an equitable charge on the partnership estate, and, if it were not for the doctrine of relation back, I should have held that these applicants were secured creditors. I cannot, however, hold that they are entitled to that advantage, because, at the time of the consent order, petitions had been presented against both the partners, on which receiving orders eventually were made, and therefore each of the partners had at that date committed an available act of bankruptcy. There is no evidence that these applicants had no notice of these acts of bankruptcy, and it has been admitted that the court itself had open notice of the bankruptcy proceedings. The parties to the order, owing to the doctrine of relation back, were not parties who could consent to any such order in the event of the adjudication of the debtors taking place. The court purported to deal with property which was really the property of the trustee who was no party to the proceedings. This order, therefore, is not binding upon the trustee, and I must declare that these applicants are not secured creditors in the bankruptcy.—COUNSEL, E. W. Hansell; Tindale Davis; Beddall; Emery. SOLICITORS, Wilkinson, Howlett, & Wilkinson; Westcott & Son, Coote & Richards; Colyer & Colyer.

[Reported by P. M. FRANCES, Barrister-at-Law.]



## CASES OF LAST SITTINGS.

### High Court—Chancery Division.

**Re BULLOCK'S WILL TRUST. BULLOCK v. BULLOCK.** Sargant, J.  
21st and 22nd January; 9th February.

**WILL—CONSTRUCTION—IMPLICATION OF GIFT OF INCOME—GIFT TO CHILDREN OF NIECE—IF NO CHILDREN GIFT OVER TO CHILDREN OF ANOTHER NIECE—REMOVEDNESS—DOUBLE POSSIBILITIES—SEVERABILITY.**

Where there are life gifts to nephews and nieces and their spouses and gifts over to their children, in determining whether the gift over to the children of one niece in the event of another niece dying childless, or her children not attaining a vested interest, is good or void for remoteness, the proper method is to concentrate one's attention exclusively on the particular *prepositus* indicated by the will, and not to enter into possible conjectures as to the date of the birth of the husband or wife of that *prepositus*.

*Re Park's Settlement, Foran v. Bruce* (1914, 1 Ch. 595) explained.

This summons raised questions as to whether there was an implied gift of income during an interval between the deaths of two life-takers, or an intestacy as to that income; and also as to whether, in the events which happened, the gift after the trust for sale was good, and would take effect, or was void for remoteness. The testator, by his will dated 1876, left his residue to his trustees as follows: "In trust to pay one-third of the rents and profits to my niece E. S. J. during her life for her separate use, without power of anticipation, and after her death upon trust to pay the said third to her husband S. H. J. during his life," and similar trusts of other thirds, and after these life interests had terminated upon trust to sell, and stand possessed of the proceeds of sale:—"In trust as to one-third part thereof for all the children of my said niece, E. S. J., who, being a son or sons, shall attain the age of twenty-one years, or, being a daughter or daughters, shall attain that age or marry, in equal shares, and if there shall be but one such child, the whole to be in trust for that one child, and in trust as to one other third thereof for all the children (if any) of my said niece, I. F. B. (not then married), who, being a son or sons, shall attain the age of twenty-one years, or, being a daughter or daughters, shall attain that age or marry, in equal shares, and if there shall be but one such child, the whole to be in trust for that one child; but if the said I. F. B. shall die without leaving a child or children, or if there shall be no child of I. F. B. who shall live to attain a vested interest in the said trust funds, then the said trust funds shall remain and be in trust for all the children of my said niece, E. S. J., who, being a son or sons, shall attain the age of twenty-one years, or, being a daughter or daughters, shall attain that age or marry, in equal shares"; with a similar gift over to the children of a nephew, and cross gifts over, and the will further contained this clause: "And I hereby declare that the rents, profits and income of and from my real estate, and of and from such part of my real estate as shall for the time being remain unsold and unconverted, including the rents and profits which shall or may be secured and accumulated before the period when my real estate shall come to be sold under the trusts hereinbefore contained, shall, after payment thereof of all incidental expenses and outgoings, be paid and applied to or for the benefit of the person or persons and in the manner to whom and in which the moneys produced by such sale and conversion would, for the time being, be payable or applicable under this my will if such sale and conversion had been actually made." The trust for sale was obviously void for remoteness, but by new machinery the gift stands good as a gift of realty unconverted. E. S. J. and her husband were now dead, leaving children, but two of the persons taking life interests were still alive, and the question arose what was to be done with the income of the one-third until the death of the survivor of these two. Could any gift of this income be implied from the will, or was there an intestacy as to it? The second question which arose was owing to the death of the niece, I. F. Bullock (who had married one Barnardo) without issue, as to whether the gift over in remainder of her third share, originally destined for her children, to the children of E. S. J. was good, and would take effect on the decease of her husband Barnardo, and the other life tenant, the testator's nephew, or whether such gift was void, and the remainder undisposed of. Numerous cases were cited, particularly *Re Park's Settlement, Foran v. Bruce* (110 L. T. Rep. 813; 1914, 1 Ch. 595), in support of an intestacy. There were other questions asked by the summons. *Cur. adv. vult.*

SARGANT, J., in a long-considered judgment, held (1) that there was an intestacy as to the rents and profits of the third share as from the death of E. S. J.; (2) that the proper method of determining whether such a gift as the gift in this case to the children of the one niece in the event of the other niece dying childless, or her children not attaining a vested interest, was to concentrate attention exclusively on the particular *prepositus* indicated by the will, and not to enter into possible conjectures as to the date of the birth of the husband or wife of the *prepositus*, and that on such a basis the gift was good; and (3) that probably in this particular case, if the gift was not good on the basis last indicated, the gift over had a double aspect, and was severable within such cases as *Monypenny v. Dering* (2 De Gex, M. & G. 195), and in the particular events which had happened of I. F. B. having had no issue, would have been good even if the original limitation to her

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children had been bad for remoteness.—COUNSEL, *Galbraith; A. C. Nesbitt; Lytleton Chubb.* SOLICITORS for all parties, *Ball & Redfern.*  
[Reported by L. M. MAY, Barrister-at-Law.]

**Re STEVENS. STEVENS v. STEVENS.** Sargant, J. 2nd and 11th  
February.

**WILL—SPECIFIC DEVISE—DEVISE UPON TRUST FOR TENANT FOR LIFE, WITH REMAINDER TO CHILDREN ATTAINING TWENTY-ONE OR MARRYING—TRUST OF "AS WELL THE INCOME AS THE CAPITAL"—DEATH OF TENANT FOR LIFE LEAVING INFANTS—RENT TILL INTERESTS VEST.**

Where there was a gift in trust for a tenant for life, with remainder to her children attaining twenty-one or marrying, and after her death a gift of "as well the income as the capital" in trust, in default of appointment, for her children who should attain twenty-one, in equal shares, and the tenant for life had died, and the eldest child had just attained twenty-one,

Held, that the words "as well the income as the capital" expressed an intention on the part of the testator to dispose of the income of the property as from the day of the death of the tenant for life, and in the result the eldest child was not entitled to the rents of the whole of the property for any period, but that all six children were entitled to one sixth of the rents from the date of the death of the tenant for life as and when they became entitled to their share of corpus.

*Re Averill* (1898, 1 Ch. 522) distinguished.

This was a summons to determine (*inter alia*) who was or were entitled to the rents of certain property between the death of the tenant for life and the attainment by the first remainderman of twenty-one years of age, and also who was or were entitled to the rents from that date till the last remainderman attained twenty-one. The testator died in 1904, having by his will, dated 17th January, 1904, specifically devised certain real estate to trustees upon trust to permit his daughter to receive the income thereof during her life, and from and after her decease then "as well the income as the capital" thereof upon trust as she should by will appoint, and in default of appointment upon trust death of his mother and his attainment of the age of twenty-one years, or, being daughters, attained that age or married, in equal shares. The daughter died intestate in 1913, leaving six children, the eldest of whom attained twenty-one in 1914. Counsel for the eldest child contended that he was entitled to the whole of the rents between the date of the death of his mother and his attainment of the age of twenty-one years. Counsel for the infants contended that each infant was entitled to one-sixth of the income from the date of the death of the tenant for life, as and when such infant attained his vested interest in the corpus. *Cur. adv. vult.*

SARGANT, J., in the course of his written judgment, said: If the trust, after the death of the tenant for life, had been merely of the hereditaments themselves, or of the capital or corpus of them, I think it clear that the gift would not carry the rents during the first period—*Reactive v. Hodgson* (1864, 10 H. L. Cas. 656)—and on the like hypothesis the rents for the second period would from time to time have belonged to the child or children who had attained a vested interest (*Re Averill*, 1898, 1 Ch. 522); but, in my opinion, the words "as well the income as the capital" express an intention on the part of the testator to dispose of the income of the property as from the death of the tenant for life. This disposes of the claim of the devisees to the rents during the first period. The same considerations govern the distribution of the rents among the children, and the result is that the eldest child is not entitled to the rents of the whole of the property for any period, but that the six children will be entitled to one-sixth of the rents each from the date of the death of the tenant for life, as and when they become entitled to a corresponding sixth of the corpus, and in the meantime the infants will be entitled to maintenance out of such rents if otherwise justifiable.—COUNSEL, *T. K. Crossfield; J. L. Whitaker; W. H. Salter; J. P. K. Carr.* SOLICITORS, *Frank W. Morris; J. M. Polkard.*

[Reported by L. M. MAY, Barrister-at-Law.]

## Probate, Divorce, and Admiralty Division.

**BROWN v. BROWN.** Sir Samuel Evans, P. 2nd March.

**DIVORCE—PRACTICE—EVIDENCE—CROSS-EXAMINATION AS TO ADULTERY—EVIDENCE FURTHER AMENDMENT ACT, 1869 (32 & 33 VICT. C. 68), s. 3.**

A respondent in a divorce suit, produced as a witness on his own behalf, in his examination-in-chief denied the truth of the charges of adultery contained in the pleadings. There was no general charge of adultery in the petition.

Held, that he was not liable to be asked, and was not bound to answer, questions in cross-examination tending to show that he had been guilty of adultery on occasions other than those alleged in the pleadings.

*Brown v. Brown and Paget (L. R. 3 P. & D. 198) distinguished.*

In this suit for divorce, a question arose on the construction of the Evidence Further Amendment Act, 1869 (32 & 33 Vict. c. 68), s. 3, which provides: "The parties to any proceeding instituted in consequence of adultery, and the husbands and wives of such parties, shall be competent to give evidence in such proceeding, provided that no witness in any proceeding, whether a party to the suit or not, shall be liable to be asked or bound to answer any question tending to show that he or she has been guilty of adultery, unless such witness shall have already given evidence in the same proceeding in disproof of his or her alleged adultery." The petitioner, Gertrude Corisande Brown, petitioned for the dissolution of her marriage with the respondent, Hugh Robert Brown, on the ground of his cruelty and his adultery with women unknown. The marriage took place on 15th September, 1908, and there was one child of the marriage, born on 8th July, 1909. In the petition there was no general charge of adultery, and the specific allegations of adultery related to 4th July, 1910, and to three dates in June, 1914. The respondent, by his answer, denied that he had been guilty of the charges of adultery and cruelty alleged against him. He was called in rebuttal of the charges, and in the course of his examination-in-chief he denied the truth of the charges of adultery contained in the petition. Cross-examined, he said that the petitioner had never been fond of the only child of the marriage, who was born on the 8th July, 1909. Counsel for the petitioner then put the following question to the respondent: "Is it not a fact that by that date (i.e., 8th July, 1909) you had committed adultery?" Counsel for the respondent objected to the question. The witness had not given a general denial of adultery, and was protected by section 3 of the Evidence Further Amendment Act, 1869. There was no general charge of adultery in the petition, nor was there any charge in relation to 1909. Counsel for the petitioner submitted that similar questions had frequently been permitted. He referred to *Cowley v. Cowley (Charrington intervening)* (*Times* newspaper, 20th, 21st, and 29th January, and 2nd and 3rd February, 1897). [The President referred to *Lewis v. Lewis* (56 SOLICITORS' JOURNAL, 189; 1912, P. 19), *Hall v. Hall* (25 T. L. R. 524), and *Ruck v. Ruck and Croft* (1911, P. 90).] Counsel for the respondent, in reply, cited *Babbage v. Babbage and Manning* (L. R. 2 P. & D. 222).

Sir SAMUEL EVANS, P., said that he did not think that there was any authority directly in point; the nearest case seemed to be that of *Brown v. Brown and Paget* (L. R. 3 P. & D. 198), where it was held that a party to a cause, who had in his examination-in-chief denied the truth of some of the charges of adultery contained in the pleadings, and had been asked no questions as to other charges, was liable to be asked, and was bound to answer, questions in cross-examination respecting all the charges. But the decision of the Judge Ordinary in that case was limited to questions respecting charges that were within the pleadings, including the general charge. The point raised was an important one; he felt sure that the Legislature never intended a question such as had been asked in the present case to be put, but he had to consider whether the question was excluded by the language of the section itself. In *Allen v. Allen and Bell* (1894, P. 248, at p. 254) Lopes, L.J., delivering the judgment of the Court of Appeal, said: "In 1869 an Act for the further amendment of the law of evidence was passed, which rendered parties to proceedings instituted in consequence of adultery competent witnesses, subject to a proviso that they were not liable to be asked, or bound to answer, any question tending to show that they had been guilty of adultery, unless they had in the same proceedings given evidence in disproof of it. We understand this to mean that a party tendering himself or herself as a witness for the purpose of disproving an act of adultery is not protected from being cross-examined as to other acts of adultery, if these last be charged in the proceedings." And he referred to *Brown v. Brown and Paget* (*supra*). In his (the learned President's) view, the question now sought to be put, relating as it did to matters not charged in the proceedings, was inadmissible, and accordingly he excluded the question.—COUNSEL, *Barnard, K.C.*, and *Bayford*, for the petitioner; *Marshall Hall, K.C.*, and *Willis*, for the respondent. SOLICITORS, *Indermaur & Brown*; *Arthur Neal & Son*.

[Reported by CLIFFORD MORTIMER, Barrister-at-Law.]

## Court of Criminal Appeal.

**REX v. OPPENHEIMER. REX v. COLBECK.** 30th March.

**CRIMINAL LAW—TRADING WITH THE ENEMY—OBTAINING GOODS, WARES AND MERCHANDISE—PROPERTY OF THE DEFENDANT—WHETHER WITHIN THE ACT IF NOT OBTAINED BY WAY OF TRADE—TRADING WITH THE**

**ENEMY PROCLAMATIONS—TRADING WITH THE ENEMY ACT, 1914 (4 & 5 GEO. 5, c. 87).**

O, a lithographic printer, resident in this country, under business arrangements made between him and a firm in Germany was entitled, when war was declared between England and Germany, to be supplied by the firm without payment with a certain number of lithographic transfers. He made arrangements by which these transfers were sent to him in London.

Held, that as a matter of law the transfers were "goods, wares and merchandise" within the meaning of the Trading with the Enemy Proclamations of 5th August and 9th September, 1914, and that the goods were obtained from the enemy within the meaning of the Proclamations; that, therefore, it would not have been right to leave to the jury the question whether they were obtained by way of trade. The meaning of the operative words of the Proclamation, being free from ambiguity, could not be limited by reference to the recitals in the Proclamations.

These were appeals against convictions. The appellants were convicted of conspiracy. Oppenheimer was also convicted of trading with the enemy on six specific dates, and Colbeck of aiding and abetting him on two of the dates. Oppenheimer was of German birth, but had been naturalized in 1889; he carried on business as a lithographer; Colbeck was his clerk. Close business relations existed between Oppenheimer and a firm, Schneller & Co., of Nuremberg, in Germany. Oppenheimer sent designs to Schneller & Co., who made the stones and printed and supplied the lithographs. It was part of the arrangements between them that, for every 400,000 copies printed, Oppenheimer was entitled to be supplied by the firm, without payment, with a transfer, or grease-proof, which can be transferred on to stone without any process of lithography. On 4th August, 1914, when war was declared between England and Germany, he was entitled to a considerable number of these transfers, and, with the assistance of Colbeck, he had these sent to him in London through Switzerland or Holland. These facts were not in dispute; but at the close of the case for the prosecution it was submitted, on behalf of the defendants, that they did not necessarily amount to obtaining "goods, wares or merchandise" from the enemy within the meaning of the Trading with the Enemy Proclamations of 5th August and 9th September, 1914; that the recitals to these Proclamations referred to trading with the enemy, and that, therefore, it ought to be left to the jury to say whether these transfers were obtained by way of trade. Atkin, J., held that the transfers were "goods, wares or merchandise," and that this was entirely a question of law; that the prohibition was in wide terms, and without any exclusion of property which belonged to a subject of this country, or which had already been paid for; and that the only question for the jury was whether Oppenheimer did in fact obtain the transfers from the enemy. This not being disputed, the jury convicted the appellants, who appealed to the court on the ground that the ruling of the learned judge was wrong, and that the material questions had not been left to the jury.

LORD READING, L.C.J., delivered the judgment of the court (BRAY and LUSH, J.J., with him) as follows: The words of the Proclamation of 5th August, on which the case turns, are as follows: "Whereas it is contrary to law for any person resident, carrying on business, or being in our dominions, to trade or have any commercial intercourse with any person resident, carrying on business, or being within the German Empire without our permission. Now, therefore, we . . . do hereby warn all persons resident, carrying on business, or being in our dominions, not to supply to, or obtain from, the said Empire any goods, wares or merchandise." It is argued that a man cannot be said to obtain goods, wares or merchandise, as a matter of law, if he obtains goods, wares and merchandise without making any payment for them. Sir Edward Carson does not say that he might not have been found by the jury to have been obtaining them, but that it must mean obtaining them by way of trade; and that that matter ought to have been put to the jury, with a direction that they were to say whether he obtained them by way of trade or not. In reliance on the recital, Sir Edward Carson argues that the words of the operative part of the Proclamation must be read only in relation to trading. When one looks at the words of the Proclamation, it seems to us that the matter is quite clear. We are only entitled to look at the recital if we thought there was any ambiguity about the words of the operative part. We do not desire to say that it is impossible to conceive a case where it might be proper to leave to the jury some such question as has been suggested. In this case, when one bears in mind the relation between the parties, it seems to us that the judge was quite right as a matter of law. The judge ruled, as a matter of law, that the transfers were "goods, wares or merchandise." We think he was right in so holding. He further held that obtaining them in the circumstances before him amounted in law to obtaining goods within the Proclamation. It may be that the language used by him was a little wide; but we are satisfied that where goods are supplied from an enemy country under a commercial contract, and, as a result, commercial relations exist between an enemy and a British subject, that amounts to obtaining "goods, wares or merchandise" from an enemy subject. The word "obtain" is correlative to the word "supply," and it is proper to change the words to "supply from." It seems to us plain that the case was in law within the Proclamation, and that it was in law obtaining goods, wares and merchandise within the Proclamation. Therefore the convictions must stand.—COUNSEL, Sir Edward Carson, K.C., and Harold Morris; R. D. Muir and Cecil Whiteley. SOLICITORS, Kenneth Brown, Baker, Baker, & Co.; The Director of Public Prosecutions.

[Reported by A. L. R. THESIGER, Barrister-at-Law.]



## Solicitors' Cases.

**Solicitors Ordered to be Struck Off the Rolls.**

- April 23.—**WILLIAM JOHN HART.**  
 April 23.—**WILLIAM MASSEY**, formerly 272, Camberwell New-road, S.E.  
 April 27.—**ALFRED CAREY DERHAM**, 24, Duncan-terrace, Islington.  
 April 28.—**HENRY HEYWOOD WADDINGTON**, Lees, near Oldham.  
 April 28.—**ERNEST GRAHAM BARRETT**, 66, Leadenhall-street and Easton-square, N.W.

**Solicitors Ordered to be Suspended.**

- April 23.—**ROBERT NICHOLSON**, 51, Bridge-street, Morpeth, ordered to be suspended for six months.  
 April 27.—**THOMAS ALWIN DAVISON**, Castleford, Yorks, ordered to be suspended for three years.

## New Orders, &c.

### War Orders and Proclamations, &c.

The *London Gazette* of 16th April contains the following:—

1. An Order in Council dated 15th April, further varying the Proclamation of 3rd February, 1915, with respect to the exportation from the United Kingdom of certain warlike stores. It affects lubricants, alunite, anthracite, and lacs of all kinds.

The *London Gazette* of 23rd April contains the following:—

2. An Order in Council dated 21st April, further varying the above Proclamation. This affects "oils, all vegetable, and fats (not including essential oils)," and binder twine.

The *London Gazette* of 27th April contains the following:—

3. An Order in Council dated 26th April, further varying the above Proclamation by adding the following prohibitions:—

(1) That the following articles should be added to the list of goods the exportation of which is prohibited to all destinations:—  
 Toluol and mixtures containing toluol.

(2) That the following articles should be added to the list of goods the exportation of which is prohibited to all foreign ports in Europe and on the Mediterranean and Black Seas, other than those of France, Russia (except Baltic ports), Spain and Portugal:—

Raw Cotton.

Metal working machinery.

### London Building Act, 1894, s. 164.

The *London Gazette* of 16th April contains a set of bye-laws for the regulation of lamps, signs or other structures overhanging the public way not being within the City of London, which were made by the London County Council on 30th June, 1914, and confirmed on 7th July, 1914. These have been allowed by the Local Government Board, and the Board has directed that they shall come into operation on 1st May, 1915.

### Patents and Designs Act, 1907.

I, **RICHARD BURDON**, Viscount HALDANE, Lord High Chancellor of Great Britain, by virtue of the 92nd section, sub-section 2, of the Patents and Designs Act, 1907, and all other authorities enabling me in that behalf, do hereby nominate and appoint the Honourable Mr. Justice Sargant to be the judge of the High Court to whom an appeal shall be made or a petition referred or presented under the said section.

(Signed) HALDANE, C.

16th April, 1915.

## Societies.

### The Union Society of London.

A meeting of the Union Society of London was held at the lecture-room, King's Bench-walk, on Wednesday, the president, Mr. Harry Geen, in the chair. Mr. E. J. Harvey moved: "That war is an unmitigated evil." Mr. W. R. Willson opposed, and there also spoke Messrs. Landers, Kingham, Stenham, Edison-Thomas, and Morden. The motion was lost.

In the House of Commons on Wednesday, replying to Sir J. D. Rees, Mr. Runciman said: A formal investigation under the Merchant Shipping Act, 1894, into the circumstances attending the sinking of *The Falaba* will be held as soon as possible. I am glad to be able to announce that Lord Mersey has consented to undertake the inquiry.

## EQUITY AND LAW

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## Companies.

### Alliance Assurance Company.

ANNUAL MEETING.

The annual general court of the Alliance Assurance Co. was held on Wednesday, at the head offices, Bartholomew-lane, E.C., Colonel Francis A. Lucas taking the chair.

Mr. MORGAN OWEN (sub-manager), having read the notice convening the meeting, and the auditors' report,

The CHAIRMAN said that, before taking the regular business of the meeting, he had to allude with infinite regret to the loss the company had sustained in the death of the chairman, Lord Rothschild. Lord Rothschild was no ordinary chairman. From its foundation he had always been in the closest relation with the company; since he had been chairman these relations had been drawn even closer, and there had not been during the whole period any business proposal of the slightest importance with which he did not make himself thoroughly acquainted. He had always found time to attend to any Alliance business, and had always taken the greatest interest in the company; and, in fact, he was very proud of his connection with it. It had been a source of great satisfaction to watch, under his chairmanship and under the able management of Mr. Lewis, the steady growth of the company from a position of comparative unimportance to that of being quite one of the leading British insurance companies. The connection of Lord Rothschild and his firm all over the world had been of the utmost value to the company. He had been a true friend to the Alliance, and to every member of the board, and every officer of the company, and nobody ever approached him for charitable or any other help without receiving an affirmative reply. He had also to refer with great regret to the death of another colleague, Colonel the Hon. Everard Charles Digby, who had done good work for the company for a period of fourteen years. He then moved the adoption of the report and accounts, observing that, although the operations of the company had been to some extent affected by the war, the directors believed that in the circumstances the shareholders would regard the report with satisfaction. The profits on the shareholders' account amounted to £558,889, out of which, after provision had been made for property tax, income tax and other matters, and a dividend at the rate of 12s. per share, and after applying other sums to increasing the accident fund, and for outstanding claims on unexpired risks, making a total in all of £484,977, the sum of £73,912 was left for profit and loss account, increasing the balance on that account from £951,903 at the end of the previous year to £1,025,815 at the end of last year. In the life department new policies insuring the sum of £1,594,924 were issued, of which amount £154,500 was reassured, and the claims were £1,226,450, being £135,223 in excess of the claims in the previous year, out of which £80,529 represented war claims. Before the outbreak of the war the company's new life business shewed an increase of £86,050 over the amount insured for a corresponding period in the previous year, but there was a considerable falling off from August last, and this had continued during the present year. With regard to the fire department, the figures were very much the same as in the previous year, and shewed good profits. In the marine department there had been some increase in the premium account, due largely to the higher premiums which had been received owing to the abnormal conditions which prevailed, and to the acceptance, to a moderate extent, of war risks. The accident department had made steady progress. The investments in Stock Exchange securities made in the year 1914 appeared in the company's books at cost price, and the investments previously made in the same class of securities appeared at or below the market prices at the close of the last quinquennial term, viz., 31st December, 1913. Owing to the abnormal state of affairs at the close of 1914 it was not possible to obtain a quotation for a large portion of the investments; but the Board of Trade had approved of the company's method of dealing with them. The business of the company in the countries with which we were at war was comparatively not important and consisted of fire business and a small amount of marine business. Reinsurance arrangements also

existed with several companies in those countries, but the shareholders need not be under any apprehension of any serious loss arising. He regretted that the general manager, Mr. Robert Lewis, was unfortunately absent owing to illness, and he was sure the meeting would join with him in wishing him a speedy recovery. Mr. Lewis was a member of the committee appointed by the Government to deal with the question of compensation for damage caused by the raids on the East Coast.

Sir C. RIVERS WILSON seconded the resolution, and it was agreed to. The CHAIRMAN declared a dividend for the year of 12s. per share, less income tax, 5s. per share of which was paid as interim dividend in January.

On the motion of Mr. F. A. BEVAN the retiring directors, Mr. C. E. Barnett, Mr. A. V. Dunlop Best, Mr. T. H. Burroughes, and Colonel F. A. Lucas, were re-elected.

Mr. Charles Lee Nichols, F.C.A., the auditor, was re-elected.

Mr. W. M. JAMIESON moved a vote of thanks to the directors and staff at the head office and the branches. He said that as a shareholder for forty-five years he had watched the rapid growth of the company. He was sure they would all echo the hope of the chairman that Mr. Lewis would soon be restored to health.

Mr. Deputy MILLAR WILKINSON seconded the motion, and it was carried.

The CHAIRMAN, in returning thanks, observed that it might be of interest to know that more than 25 per cent. of the staff were serving the country in various positions in connection with the war. This had thrown increased work on the remainder, who had loyally responded to the demand made upon them.

## Prize Bounty.

The following letter from "Solicitor" appeared in the *Times* of 27th April:—

"There appears to be an impression abroad that the whole of the proceeds of the sale of enemy ships and goods which have been seized will be distributed among the officers and men of the Navy. Speaking as a solicitor whose duty it is to conduct a large number of prize cases and see a great deal of the working of the prize law, I am afraid that the Navy will be disappointed.

"The prize fund which is in the hands of the Treasury will be diminished considerably by the large expenses, commissions, &c., which have to be paid out of the proceeds of sale. In addition, there is a committee called the 'Prize Claims Committee'—No. XX. in the recent official list of committees (sometimes alluded to as the Committee for Administering the Bounty of the Crown, or the Clemency Committee), which decides whether *ex gratia* compensation shall be given to claimants whose claims are not recognised by the prize law, but would be good in equity or civil law, such as bankers who have advanced money on goods or mortgages of ships and others. The amount of these claims will probably be very large, and whatever is allowed towards them will apparently come out of the prize fund—in other words, out of the pockets of the Royal Navy. That this is almost certainly so appears from the following statement by Sir Samuel Evans, the President of the Prize Court, in the report in Lloyd's List for 14th April of the prize case of 'the part cargo ex the Russian barque *Wera*.' A claim to a part of the cargo was made by English claimants, who had advanced a considerable sum on the security of certain timber. The President is reported to have said: 'It may be that they (the claimants) will be able to recover in regard to war risks after the war, or it may be that they can make representations in the proper quarter and see if anything can be given them out of the proceeds of this property which has been seized and the condemnation of which is sought.'

"The 'proper quarter' referred to is no doubt the Prize Claims Committee."

## Law Students' Journal.

### The Law Society.

#### HONOURS EXAMINATION.—MARCH, 1915.

The names of the solicitors to whom the candidates served under Articles of Clerkship follow the names of the candidates.

At the examination for honours of candidates for admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction:—

#### FIRST CLASS.

(In Order of Merit.)

SYDNEY JAMES BELL (Mr. Ernest Hadfield, of the firm of Messrs. Mawdsley & Hadfield, of Southport).

GEORGE CHARLES VICTOR CANT (Mr. R. H. Bartlett and Mr. R. L. Finnis, both of London).

#### SECOND CLASS.

ANDREW BARRIE, LL.B. London (Mr. John Walter Robson, of Manchester).

#### THIRD CLASS.

ALBERT BARTON PARK (Mr. E. Arthur Mallett, of Berwick-on-Tweed;

Mr. A. B. Hindmarsh and Mr. George H. Millons, both of Newcastle-upon-Tyne).

The Council of the Law Society have awarded the following prizes of books:—

To Mr. Bell—The Daniel Beardon Prize, value about £22; the Clement's Inn Prize, value about £9; and the John Mackrell Prize, value about £8.

To Mr. Cant—The Clifford's Inn Prize, value £5 5s.

The Council have given class certificates to the above candidates.

Twenty-three candidates gave notice for the examination.

By order of the Council,

E. R. COOK, Secretary.

Law Society's Hall, Chancery-lane, London, W.C.

23rd April, 1915.

## Law Students' Society.

UNIVERSITY OF LONDON LAW STUDENTS' SOCIETY.—At a meeting held on Tuesday, 27th April, 1915, at University College (Mr. R. F. Levy, president, in the chair), the subject for debate was: "That there is one law for the rich and another for the poor." Mr. P. A. Wood opened in the affirmative, and Mr. R. H. Gregorowski in the negative. The following members also spoke: Messrs. E. M. Duke, G. R. Blake, C. R. Morden, O. W. Godwin, W. H. Easty, L. P. Lincoln, and A. B. Montgomery. The leaders replied (Mr. C. Gallop replying for the opposition in the absence of the original opposer), and on the motion being put to the meeting it was carried by four votes.

## Calls to the Bar.

The following gentlemen were called to the Bar on Wednesday:—

LINCOLN'S INN.—H. R. Langridge, Hertford Coll., Oxford, M.A.; B. C. Marsh, Pemb. Coll., Camb.; L. I'E. W. Edwards, Jesus Coll., Camb.; R. K. Rowell, London Univ.; E. A. Grady, London Univ.; P. J. Bennett, London Univ.; J. A. G. Sterling; O. I'A. Thurston, London Univ., B.Sc.; J. H. Burgess, London Univ.; F. H. Peake; N. L. Craig, Major, A.S.C. Trin. Coll., Dublin, B.A., LL.B.

INNER TEMPLE.—L. P. Millar, Oxford; K. F. Patel, Oxford; O. T. Rayner, M.A., Oxford; G. St. C. Pilcher, Camb.; K. P. P. Pillai, B.A., Camb.; and H. S. G. Buckmaster, B.A., Oxford.

MIDDLE TEMPLE.—R. D. Acton; H. J. Capon, M.D., L.R.C.P. Lond., M.R.C.S. Eng., L.T.A.; H. C. F. Cox, Staff officer, Berbice Defence Force; M. de la Paz Garcia, B.A. Oxon, Second Lieutenant, 3rd Somerset Light Infantry; and H. W. Samuel.

GRAY'S INN.—S. S. Davis, Chief Assistant Treasurer, Gold Coast Colony; F. S. Eckersley; G. Witt, LL.B., Manchester Univ.; F. Smith, B.A., Univ. of London; F. A. Williams, B.A., Durham; A. E. Christoffels, B.A., LL.B., Camb., Ceylon Government Scholar.

The above list does not include the names of gentlemen who presumably will not practise in this country.

## Obituary.

### Lieutenant Rowland Hely Owen.

Lieutenant Rowland Hely Owen, whose death at the front at the age of 22 has been announced, was, says the *Times*, the son of Mr. and Mrs. Hely Owen, of Huddersfield. He was educated at Stancliffe Hall Preparatory School and at Dover College, and joined the 3rd Battalion Duke of Wellington's Regiment in February, 1911. After completing his training with the 2nd Battalion in November, 1911, he was articled to his father, who is a solicitor. He was gazetted lieutenant in December, 1912, and at the outbreak of the war was at Hythe doing a musketry course under instructions with a view to examination for promotion to captain. In accordance with previous instructions he joined the 2nd Battalion on mobilisation to complete the establishment, and left with them for France on 15th August. He was present at the battles of Mons, Le Cateau, the Marne, and the Aisne, and near La Bassée in October and near Ypres, where he was wounded on 7th November. After recovery he spent a short time with the 3rd Battalion, and left again for France on 17th February to rejoin the 2nd Battalion. He was present at St. Eloi, 14th to 17th March, and at Hill 60, where he was killed while leading the successful charge on the hill. He was captain of the Huddersfield Old Boys R.U. Football Club, and played for Yorkshire County in their match against Cumberland the year before the war. His commanding officer writes:—"He was a great friend of my own and extremely popular with everyone, and I can hardly tell you how sorry we are to lose him. He has been doing splendid work."

The death is announced of the well-known French lawyer, M. Edmond Seligman, who since the outbreak of the war has been acting as Public Prosecutor in the Third Court Martial. In a recent case he defended the validity of the Wright Brothers' aviation patents, and on another occasion the Marconi wireless patents.

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## Legal News.

### Changes in Partnerships.

#### Dissolutions.

JOHN TREVOR DAVIES and ROBERT HARDY TOPHAM, solicitors (Trevor Davies & Topham), Yeovil, in the county of Somerset, and Sherborne, in the county of Dorset. April 5.

JOHN HAROLD MILTON and THOMAS CATO WORSFOLD, solicitors (Wainwright & Co.), 9, Staple-inn, in the county of London. Sept. 30. The said Thomas Cato Worsfold will practise as Wainwright & Co., at No. 9, Staple-inn, W.C., and the said John Harold Milton will practise in his own name at 1, Verulam-buildings, Gray's-inn, W.C.

[Gazette, April 23.

#### General.

A telegram to Amsterdam from Brussels announces that the following Belgian firms are now also under German supervision:—Dépôt Général des Produits Liebig, Antwerp; Société d'Electricité et du Gaz du Nord, Maubeuge; Compagnie d'Eclairage, Antwerp; Société du Gaz et d'Electricité du Hainault, Brussels.

In the House of Commons on Wednesday Mr. Runciman informed Mr. Fell that during the seven months August, 1914, to February, 1915, inclusive, the imports into the United States from Germany were valued at £12,222,000, as compared with £23,426,000 during the corresponding months of 1913 and 1914, the decrease being thus 48 per cent. The imports from the United Kingdom were valued at £29,824,000, as compared with £34,413,000 in the earlier period, the decrease being thus only 13 per cent.

Dr. Henry John Roby, LL.D., of Lanerigg, Grasmere, Westmorland, Liberal M.P. for South-East Lancs (Eccles Division), 1890-5, formerly at Master at Dulwich College, afterwards Professor of Jurisprudence at University College, London, author of several works on the Latin language, Roman Law, and the law concerning educational charities, and at one time a cotton manufacturer at Patricroft, Manchester, who died on 2nd January, aged seventy-four, left unsettled property valued at £11,367 gross, with net personalty £11,088.

Cases, says the *Times*, are constantly occurring in which officers and soldiers are reported to have refused to take off their caps in police courts and other courts of record. The Army regulation is perfectly clear, and covers all such cases completely. Its text is as follows:—In a civil court an officer or soldier will remove his head-dress while the judge or magistrate is present, except when the officer or soldier is on duty under arms with a party or escort, inside the court. In these latter circumstances the prisoner or prisoners alone are uncovered.

At the Central Criminal Court on Wednesday, before the Common Serjeant, James Paul, 22, soldier, was charged with wounding Robert Martin, a fruiterer and costermonger, with intent to do him grievous bodily harm. The prisoner pleaded "Not guilty," and when, after the hearing of evidence, which went to shew that a mistake in identity had been made, the jury found him "Not guilty," he clapped his hands. The Common Serjeant asked who made the noise, and the prisoner replied, "I did; I was so delighted." He was discharged.

In the House of Commons on Wednesday Sir H. Craik and Mr. Chiozza Money, in questions on the subject of war profits, drew attention to the report of Messrs. Spillers & Bakers (Limited), flour manufacturers, Cardiff, in which it was stated that the profit for the past year was £367,865, against £89,352 for the previous year. Mr. Acland, in reply, said: The Chancellor of the Exchequer has received many communications on the report referred to. The whole question of war profits is under consideration, and I fear for the moment my right hon. friend can make no further statement.

In the House of Commons on Wednesday, in reply to Mr. R. M'Neill, Mr. Primrose said: Several cases have recently occurred of ships loaded with grain and oil for Swedish-Baltic ports being seized by German warships and their cargoes detained, under circumstances which clearly point to collusion between some individuals and the German authorities. The Swedish Government have since issued regulations intended to prevent the recurrence of such incidents, and I trust that if these prove effective it may not be necessary for his Majesty's Government to take any special measures in the matter.

The United States administration, says a New York message to the *Times*, dated 23rd April, is greatly perturbed by the new prize rules said to have been promulgated in the *Reichsanzeiger* under the signatures of the Kaiser and Admiral von Tirpitz, according to which Germany decrees the confiscation of conditional contraband in any vessel bound for a neutral country from which any of the hostile nations are drawing supplies of the same character. It is feared in Washington that this drastic regulation, far exceeding anything in the British Order in Council, foreshadows the suppression of neutral trade in all seas where German warships are able to operate.

In the House of Commons on Wednesday Mr. R. M'Neill asked the Prime Minister if he was aware that many recruits in the new army who were engaged to be married before going abroad were prevented by the exigencies of military duty from getting married before leaving

England on active service, and that hardship was thereby occasioned to the women betrothed to these men; and whether he would consider the possibility of so amending the marriage law by a temporary measure as to enable soldiers on active service during the present war to be married by proxy if they so desired. Mr. Asquith: It is rather a novel idea to me. I do not think that the hon. member's suggestions will find general acceptance.

In the House of Commons on Wednesday Lord C. Beresford asked whether on every fuse manufactured in this country a royalty of 1s. was paid by the Government under a German patent for the benefit of Krupp, of Essen; if so, whether this money was paid to the Public Trustee by the British armament firms for the account of Krupp; and what amount of money was due to Krupp after the expenditure of ammunition at Neuve Chapelle alone. Mr. Tennant: I am making inquiries. Perhaps the noble lord will repeat his question. Sir A. Markham: Will the right hon. gentleman also make inquiries into the royalties paid to German firms for submarines? The Speaker: That does not arise out of this question.

A good deal of feeling, says the *Times* correspondent at The Hague under date 25th April, has been aroused in shipping circles by the decision of the German Prize Court against the Dutch ship *Maria*, sunk by *The Karlsruhe* while carrying wheat from America to Belfast and Dublin. The Germans first claimed that Belfast was declared a naval harbour on 14th August, which justified the sinking of the ship. The owners had no difficulty in shewing the faultiness of this argument, since more than half the cargo was consigned to Dublin. It was then claimed that Dublin was declared a naval harbour on 25th November, to which the Dutch retorted that *The Maria* was sunk on 21st September. Finally the German Prize Court was driven to justify the deed by the significant claim that, although the cargo was consigned to civilians, it might be requisitioned by the British Government. The owners have appealed.

In the House of Commons on 22nd ult., in reply to Lord C. Beresford, Mr. Primrose said: On the 13th inst. I requested the United States Ambassador in London to be good enough to ask the United States Ambassador at Berlin by telegram to ascertain from the German Government whether there was any truth in the statement which had appeared in the Press that morning that thirty-nine British officers had been placed in imprisonment in military detention barracks in retaliation for the alleged harsh treatment of the crews of German submarines. On the 17th inst. the United States Ambassador informed me that a number of British officers had been placed under officers' arrest as a reprisal for the treatment of the German submarine crews in England, and that the further procedure against those officers would be made to conform to the treatment of the German prisoners. I thereupon asked his Excellency to be good enough to ascertain by telegraph the names of the British officers who had been arrested. We have informed the United States Embassy that an inspection can be made of the treatment of German submarine officers and crews here if the same facilities are given by the German Government for inspection of the treatment of these British officers. This is practically the only way in which further information can be obtained.

The directors of the Alliance Assurance Co. (Limited) at their meeting to-day elected the Hon. N. Charles Rothschild chairman of the company, in succession to the late Lord Rothschild, and they also elected Colonel Francis A. Lucas deputy chairman of the company.

The public are cautioned to be sure of obtaining the genuine "Oxford" Sectional Bookcase, as exhibited at "Ideal Homes" and other exhibitions, particulars of which may be obtained free from the sole inventors and manufacturers, William Baker & Co., Oxford. Avoid imitations, which, although similar in name and general appearance, are quite differently constructed, of inferior finish, and more expensive. The "Oxford" is only genuine when connected with the name of WILLIAM BAKER & Co.—(Advt.)

HERRING, SON & DAW (estab. 1773), surveyors and valuers to several of the leading banks and insurance companies, beg to announce that they are making a speciality of valuations of every class of property under the Finance (1909-10) Act, 1910. Valuation offices: 98, Cheapside, E.C., and 312, Brixton-hill, S.W. Telephone: City 377; Streatham 130.—(Advt.)

## Court Papers.

### Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON					
Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice JYCE.	Mr. Justice NEVILLE.	
Monday, April 26	Mr. Leach	Mr. Jolly	Mr. Goldschmidt	Mr. Borror	
Tuesday .... 27	Goldschmidt	Gresswell	Bloxam	Leach	
Wednesday ... 28	Borror	Bloxam	Farmer	Gresswell	
Thursday .... 29	Synges	Goldschmidt	Church	Jolly	
Friday ..... 30	Farmer	Leach	Gresswell	Bloxam	
Saturday May 1	Church	Borror	Leach	Synges	



# ATLAS

## ASSURANCE COMPANY

LIMITED.



Head Office:  
92, Cheapside,  
London, E.C.

Established  
in the Reign of  
George III.

Income	...	...	...	...	...	...	...	...	...	£1,497,829
Funds (31st Dec., 1914)	...	...	...	...	...	...	...	...	...	£4,076,885
Uncalled Capital (Fully Subscribed)	...	...	...	...	...	...	...	...	...	£1,936,000

RESOURCES OF THE COMPANY:

**SIX MILLIONS STERLING.**

### FIRE:

INSURANCES AT CURRENT RATES OF FIRST CLASS OFFICES.

FURNITURE AND PERSONAL EFFECTS IN PRIVATE DWELLING HOUSES COVERED UP TO 10 PER CENT. OF SUM INSURED WHILST TEMPORARILY REMOVED TO ANY OTHER PRIVATE DWELLING, HOTEL, CLUB, &c. IN THE UNITED KINGDOM.

### LIFE:

UNCONDITIONAL, WHOLE WORLD, NON-FORFEITABLE POLICIES with GUARANTEED SURRENDER VALUES.  
ENDOWMENT ASSURANCES. PARTNERSHIP ASSURANCES.  
CHILDREN'S DEFERRED ASSURANCES WITH VALUABLE OPTIONS.  
DOUBLE ENDOWMENT ASSURANCE SCHEME SPECIALLY SUITABLE FOR PERSONS RESIDING ABROAD.  
EXTREMELY MODERATE RATES AND LIBERAL BONUSES.

### ANNUITIES:

IMMEDIATE ANNUITIES—SPECIAL TERMS TO UNDER-AVERAGE LIVES.

### BURGLARY.

### ACCIDENT:

INCLUDING PERSONAL ACCIDENT: LIABILITY OF EMPLOYERS, PROPERTY OWNERS, &c., UNDER COMMON OR STATUTE LAW.

LEASEHOLD OR SINKING FUND ASSURANCES:  
RATES RECENTLY REDUCED.

### PRIVATE RESIDENCE COMBINED POLICIES:

COVERING FIRE, BURGLARY AND LIABILITY TO DOMESTIC EMPLOYEES.

Only One Proposal. One Policy. One Renewal Receipt.

SAML. J. PIPKIN, General Manager.

Date.	Mr. Justice SHEPPARD.	Mr. Justice SARGANT.	Mr. Justice ASTBURY.	Mr. Justice YOUNGER.
Monday, April 26	Mr. Church	Mr. Greenwell	Mr. Synges	Mr. Bloxam
Tuesday ..... 27	Farrer	Church	Borror	Jolly
Wednesday ..... 28	Goldschmidt	Leach	Jolly	Synges
Thursday ..... 29	Leach	Borror	Bloxam	Farrer
Friday ..... 30	Borror	Synges	Goldschmidt	Church
Saturday May 1	Greenwell	Jolly	Farrer	Goldschmidt

High Court of Justice—King's Bench Division  
EASTER SITTINGS, 1915.

[illegible]

## The Property Mart.

### Forthcoming Auction Sales.

May 4.—Messrs. DRIVER, JONAS & CO., at the Mart, at 2: Freehold Ground-Rents (see advertisement, back page, April 10).

### Winding-up Notices.

## JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

*London Gazette.*—FRIDAY, April 23.

**ECONOMIC RESTAURANTS, LTD.**—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Arthur John Davis, 36, King st., E.C., liquidator.

**MIMOSA STEAM SHIPPING CO., LTD.**—Creditors are required, on or before May 8, to send their names and addresses, and the particulars of their debts or claims, to Cromwell Alfred Stephens, 20, Bishopsgate, E.C., liquidator.

**MINERALS TESTING SYNDICATE, LTD.**—Creditors are required, on or before May 25, to send their names and addresses, and the particulars of their debts or claims, to William Rowe, Market sq., Camborne, liquidator.

SHACKLETON'S, LTD.—Creditors are required, on or before June 15, to send their names and addresses, and particulars of their debts or claims, to Percy Harold Stone, 67, Temple row, Birmingham, liquidator.

## JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

*London Gazette.*—TUESDAY, April 27.

**CHESHIRE ICE AND COLD STORAGE CO., LTD. (IN VOLUNTARY LIQUIDATION).**—Creditors are required, on or before May 19, to send their names and addresses, and the particulars of their debts or claims, to Herbert Noel French, 67, Lord st, Liverpool, liquidator.

**SIROLIN Co., LTD.**—Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts or claims, to Hugo Lorenz, c.o. Messrs. Stannard and Bosanquet, 19, Eastcheap, liquidator.

### Resolutions for Winding-up Voluntarily.

*London Gazette.*—FRIDAY, April 23.

Berca (Roumania) Oil Co., Ltd.	Rhonda Valley Reservoir Construction Co., Ltd.
Yoxall Emmott & Co., Ltd.	Mimosa Steam Shipping Co., Ltd.
Transfigar Syndicate, Ltd.	W. E. Boosey & Co., Ltd.
Blackburn Colour Co., Ltd.	Call Publishing Co., Ltd.
F. Parks, Ltd.	Mumps Motor Co., Ltd.
Indolex Syndicate, Ltd.	Economic Restaurants, Ltd.
Shackleton's, Ltd.	

*London Gazette.*—TUESDAY, April 27.

Lotus Club Syndicate, Ltd.  
White Slave Abolition Publications.  
James Pickthall & Co, Ltd.  
Siroilin Co, Ltd.  
Leicester Thread Mills, Ltd.

### Creditors' Notices.

### Under Estates in Chancery.

LAST DAY OF CLAIM.

*London Gazette*—FRIDAY, APRIL 16.

PEARSON, The Hon. FRANCIS GEOFFREY, Cadogan-place May 14 Maple & Co. (Limited)  
v. Pearson, Eve, J. Lewis, Ely-place, Holborn

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

*London Gazette.*—TUESDAY, April 20.

BANCROFT, WILLIAM CHARLES FOURNIER, Blenheim rd, Bedford Park, Acton, Commercial Clerk May 22 Hagbourne, Co. Cophins & Wags  
BATEY, MARGARET, Stanwix, Carlisle May 15 Clatterbuck & Co, Carlisle  
BEDFORD, SARAH KATHERINE, 28 Hagbourne, Dilcot May 21 Slade & Son, Wallingford  
BELL, EMMA, Brighton May 17 Howlett & Clarke, Brighton  
BIGGOD, EMILY ANNA MARIA, Richmond Hill, Surrey May 15 Sparkes & Co, Exeter  
CARABE, HENRIETTA ALEXANDER, Reading May 29 Oliver & son, Nicholas in  
CARLIN, THOMAS GORDON, 28 Nicholas rd, Batham May 31 Crosley & Burn, Moorgate St Widge  
CARTER, ROSE ROWLAND, Wembourne, nr Wolverhampton, Geeds Clerk May 21 Evans  
Wolverhampton  
CLARKE, THOMAS, Apperknowle, nr Dronfield, Farmer May 15 Smith & Co, Sheffield  
CORRING, ANN, Lambert rd, Erixton Hill May 31 Cobbing, Crescent rd, Kingston H II, Surrey  
DARBYSHIRE, EGBERTON, Upper Richmond rd, Putney June 1 Woodroffes & Ashby, Great River St  
DAVIS, MARY ELIZABETH, nr Stroud, Glos May 15 Wintletham & Son, Stroud  
DAWSON, MARY KATHERINE, Bishopsgrove, nr Canterbury May 30 Goddard & Co, Clement's inn  
DREW, ALAN AFFLECK, late a Lieut. Scottish Rifles (who was killed in action) May 30 Cobbett & Co, Manchester  
EVERETT, MARY JANE, Aldbourne, Wiltshire May 13 Phelps, Ramsbury, Wiltshire  
FRANKLYN, SARAH ANN, Leeds Aug 21 Brooks & Fry, Leeds  
GREENBERG, ROBERT HENRY, HMS Cressy, Engineer Commander RN May 22 Wanta Portsmouth



MALL, WILLIAM, Letwell, Yorks, Farmer June 1 Smith & Co, Sheffield  
 HARDING, CAROLINE ANNE, Hove, Sussex May 17 Bridgman & Co, College hill  
 HART, ROBERT, Ulva rd, Putney May 31 Burton & Co, Surrey st  
 HAYLOR, SARAH, St Barnabas Vicarage, King's sq May 29 James & James, Ely pl  
 HOOPER, JOHN ENCOB, Plymouth June 1 Wilson, Plymouth  
 HOBBERT, WILLIAM, Shelley Woodhouse, nr Huddersfield, Farmer June 7 Oxley & Coward, Huddersfield  
 JAMES, ADA SARAH, Burgess Hill, Sussex May 18 Harker & Co, Brighton  
 KENNEDY, AGNES, Altrincham May 29 Nicholls & Co, Altrincham  
 KIRBY, ELINA, Liverpool, Smallware Dealer May 20 Quinn, Liverpool  
 LANE, THOMAS, Birmingham June 3 Walford, Birmingham  
 LUSHINGTON, MARY SHIRLEY, West Malling, Kent May 22 Stephens & Urnston, Maidstone  
 MACLARTY, ARCHIBALD POLLOCK, Upper Richmond rd, Putney May 28 Jerome, Lincoln's inn fields  
 METTERS, ESTHER, Tavistock, Devon May 17 Ballard, Hare ct, Inver Temple  
 MITCHELL, WILLIAM, Brighton May 22 Brown & Co, Lennon House, Norfolk st, Strand  
 MOREY, VINCENTIA STEWILL, Wotton under Edge, Salop May 15 Geare & Mathew, Wether  
 MORTIMER, ADELAIDE HARRIET, St. Leonards on Sea June 24 Stanton & Hudson, Cannon st  
 MORRIS, ALFRED WILLIAM WHITE, Chislehurst, Contractor May 14 Mossy, Threadneedle st  
 ORTON, JANE, Colwyn Bay, Denbigh May 20 Fullagar & Co, Bolton  
 PRYDE, KASPAR FREDERICK, Stanhope rd, Highgate June 18 Ashley & Co, Frederick's pl, Old Jewry  
 PICKARD, ANNE, Stockport May 15 Lake & Co, Stockport  
 RYTHOLDS, WILLIAM EDWARD, Hornchurch, Essex May 31 Tickle & Co, Chesham  
 SCARFITT, HENRY, Forthbrook, Blythe Bridge, Staffs May 29 Llewellyn & Son, Tunstall  
 SEDDOY, JAMES HAMMER, Knutsford May 21 Almond & Sons, Manchester  
 SOUTH, JAMES, John's mews, Little James st, Bedford row, Jobmaster May 29 Arnatt, John st, Bedford row  
 STILL, JAMES, Rufford rd, Forest Gate May 28 Treherne & Co, Bloomsbury sq  
 TAYLOR, ARTHUR, Huddersfield May 15 Armitage & Co, Huddersfield  
 THIRTELSWATER, MART, Haves, Yorks May 29 Robinson & Hicks, Kirkby Stephen  
 THOMSON, WILLIAM WRIGHT, Mitcham, Surrey May 31 Hicks & Co, Klay st, Covent Garden  
 TROUTBEE, FANNY, Maidstone May 31 Howlett, Maidstone  
 TRUFFITT, NELLY, Teddington May 15 Truett & Francis, Bedford row  
 UNICOMB, HENRY, Barwell rd, Brighton May 31 Cobbins, Crescent rd, Kingston Hill, Surrey  
 VINE, JOSEPH WILLIAM, Britten st, Chelsea, Licensed Victualler May 20 Marston & Robinson, Essex st  
 WAGSTAFF, JANE WHEELER, Derby May 29 Hony & Hony, Matlock  
 WARDEN, SARAH, Bedford May 21 Bell & Son, Bedford  
 WILCOX, HENRY, Belgrave rd May 17 Norton & Co, Old Broad st  
 WYMAN, CHARLES, Hertford rd, Lower Edmonton June 17 Thatcher & Son, Essex st

## London Gazette.—FRIDAY, April 23.

BARCOT, WILLIAM PETER BRIDGES, South Brent, Devon May 23 Kellocks, Totnes  
 BARNES, HENRY, Barlborough, Derby, Railway Contractor June 1 Alderson & Co, Sheffield  
 BIRKWOOD, GEORGE, Doncaster, Fitter May 24 Atkinson & Sons, Doncaster  
 BRADY, EMMA, Harrogate May 31 Gilmour, Bradford  
 BUCKLEY, WALTER, Attleborough, Norfolk, Coal Merchant May 21 Housen & Co, Attleborough  
 CANNON, WILLIAM HENRY, Ryhill Vicarage, nr Wakefield May 29 Haworth, Manchester  
 CHURCHMAN, MARY JANE, Portsmouth's May 31 Way & Son, Portsmouth  
 CLIFFORD, JAMES, Hainault, Manchester May 31 Bullock & Co, Manchester  
 COOKS, MARIA IMPEY, Chicago, USA June 7 Cork, Seething 13  
 COOKS, CHARLES, Luton, Straw Hat Manufacturer June 7 Knowles & Sjs, Luton  
 CULPAN, RICHARD, Heckmondwike, Yorks May 19 Schofield & Co, Batley  
 DENHAM, BETTY, Brighouse May 25 Barber & Jessop, Brighouse

## Bankruptcy Notices.

London Gazette.—TUESDAY, April 20.

## RECEIVING ORDERS.

ARKSEY, HERBERT, Dunswell, Yorks, Blacksmith Kingston upon Hull Pet April 16 Ord April 16  
 CASWELL, SARAH AMELIA, Calne, Wilts Swindon Pet April 16 Ord April 16  
 CHAPMAN-DE-LOUTH, DR WYKHAM, Rosendale rd, West Dulwich High Court Pet April 17 Ord April 17  
 CLARK, ROBERT, Drax, nr Selby, Yorks, Joiner York Pet April 16 Ord April 14  
 CORRETT, SIR VINCENT EDWIN HENRY, St James's pl High Court Pet April 17 Ord April 17  
 CUNNINGHAM, WILLIAM, Ipswich, Baker Ipswich Pet April 15 Ord April 15  
 DODSWORTH, ROBERT HAROLD, Stockton on Tees, Joiner Stockton on Tees Pet April 16 Ord April 16  
 EARLE, ALBERT GEORGE, Melvern, Company Director Worcester Pet April 17 Ord April 17  
 HUGGINS, ROBERT, Rothley, Leicester Leicester Pet April 16 Ord April 16  
 JEFFERSON, HENRY, and FRANK WORSDALE, Kingston upon Hull, Plumbers Kingston upon Hull Pet April 15 Ord April 15  
 JEWISON, CHARLES HAROLD, and HENRY JEWISON, York, Horse Dealers York Pet April 15 Ord April 14  
 KYNASTON, MARY ANNE, Leintwardine, Hereford Leominster Pet April 15 Ord April 15  
 LALY, FREDERICK, Tranmere rd, Earlsfield, Corn Merchant Wandsworth Pet Mar 15 Ord April 15  
 MORGAN, JOHN THOMAS, Chesterfield, Grocer Chesterfield Pet April 17 Ord April 17  
 MORGAN, LOT, Lens gins, Hammersmith High Court Pet April 16 Ord April 16  
 NIGHTINGALE & GORDON, West Bromwich, Theatre Proprietors West Bromwich Pet April 1 Ord April 16  
 OMEY, WILLIAM, Woodbridge, Suffolk, Gas Works Manager Ipswich Pet April 16 Ord April 16  
 PERL, SIR ROBERT, Bart, Tamworth High Court Pet April 16 Ord April 16  
 PORTER, JOHN THOMAS, Lincoln Lincoln Pet April 15 Ord April 15  
 RAPTITT, WILLIAM, Hemsworth, Yorks, Boot Dealer Wakefield Pet April 16 Ord April 16

DUCKWORTH, ZELIA, Inglesby rd, Holloway June 4 Warmington & Edmonds, Colindale  
 DYKE, JOHN, Bath, May 8 Carpenter Bath  
 EYSON, JAMES, Brighouse May 25 Barber & Jessop, Brighouse  
 EWINGTON, JOSEPH FRANK, Twickenham, Licensed Victualler June 1 Loxley & Co, Chesham  
 FATHERS, REV GEORGE HENRY, Oxford May 22 Morrell & Co, Oxford  
 FIRTH, RICHARD CHARLES DUNDAS, Dundonnell, Ross shire June 1 Broomhead & Co, Sheffield  
 GEORGE, SELINA, Torquay May 20 Hooper & Wollen, Torquay  
 HARRISON, FANNY, Sheffield May 8 Richardson & Mitchell, Sheffield  
 HEATHCOTE, NANCY, Norden nr Rochdale May 31 Standing & Co, Rochdale  
 HILL, EDWARD BERNARD LEWIN, CR, Applegarth rd, Brook Green June 4 King & Co, Cannon st  
 HILLIER, ELLEN, Polworth rd, Streatham May 21 Knapp-Fisher & Sons, Buckingham gate  
 HILTON, JAMES, Blapham nr Blackpool May 31 Ancoft & Co, Blackpool  
 HILTON, SAMUEL JAMES, Southampton, Watchmaker June 1 Ponsford Southampton  
 HINDLEY, JOHN CLIFTON, Pangbourne, Berks, Agent May 24 Powell, Essex st  
 HOPPER, ANN, Woker May 24 Smith, Berwick upon Tweed  
 HORWITZ, MARIA GROSS, Baltimore, Maryland, USA May 11 Hopgood & Dowsons, Spring gins  
 JELLEY, JOHN, Nottingham May 25 Dowson & Wright, Nottingham  
 KERSHAW, SAMUEL WATLAND, Driscote rd, Wanborough May 31 Walbrook & Hosken, St Paul's churchyard  
 LINGWOOD, AGNES ROSE, Hfracombe June 21 Newman & Co, Clement's inn  
 LORD, ALBERT ALEXANDER, Gosforth June 1 Lord, Newcastle upon Tyne  
 MARSHALL, FREDERICK, Leek, Derbyshire May 29 Fort & Warren, Leeds  
 MARSHALL, HARRIET ELLEN JANE, Norwich, Drysalter May 29 Ford & Warren, Leeds  
 MILLER, FRANCIS THOMAS WILLIAM, Bedford Park, Chiswick May 21 Fiania & Co, High rd, Chiswick  
 MILMAN, GEN SIR GEORGE BRYAN KCB, Drayton gins, May 22 Williams & James, Norfolk House, Thames Embankment  
 NICKLIN, FREDERICK, Barnstaple June 1 Seldon & Co, Barnstaple  
 PEARSON, WILLIAM, Bournemouth June 4 Lamb & Co, Birmingham  
 PERKINS, JOHN JAMES, Shipton Mallet, Somerset, Farmer May 23 Mackay & Son, Shipton Mallet  
 PLATT, ALFRED, Hounslow, Middx July 1 Greville-Smith, Clement's inn, Strand  
 PORTER, ROBERT IBBETSON, Edith rd, West Kensington May 27 Poynder, East Grinstead  
 POTTER, JOHN, Bridgnorth, Salop May 23 Tatton & Co, Kensington High st  
 POULEY, RIGHT HON. ROSA, Countess, Ebbwton sq May 31 Hammond & Richards, Lincoln's inn fields  
 PRANCE, MARY SOPHIA, Midwell, Northampton June 5 Teinder & Co, Leadenhall st  
 RADCLIFFE, WILLIAM, Alghurth, Liverpool May 31 Radcliffe-Smith & Co, Liverpool  
 RAMSDEN, WALTER THOMAS, Kingsland rd, Dalston May 15 Martin & Co, Ironmonger ln  
 REYNOLDS, FRANK, Cardiff School Master May 4 Sydney & Co, Cardiff  
 SAMUEL, ISAAC, Cardiff JP May 31 Windybank & Co, St. Swithin's in  
 SIMMONS, BENJAMIN THOMAS, No wich rd, Romford rd, Forest Gate Manufacturing Chemist May 22 Burdett & Son, Leadenhall st  
 SIMS, ISABEL, Swansea June 24 Evans, Swansea  
 STARBUCK, ELLEN JANE, Clifton hill, St. John's Wood May 21 Knapp-Fisher & Sons, Buckingham gate  
 STREET, JOSEPH, Tutshill, Glos June 7 Toulmin & Co, Liverpool  
 STYLES, ADA, Richmond, Surrey May 29 Smith & Birrell, Richmond  
 WARD, EDWIN, Matlock In, Ealing June 1 Angell & Co, Basinghall st  
 WATKIN, MERTHA ANN, Knight's hill, West Norwood May 22 Griffiths, Bedford row  
 WHITELOCK, ELIZABETH, Detmold rd, Clapton May 1 Barfield & Child, Plowden bldgs, Temple  
 WILLIAMS, DAVID PIERCE, Llanwern, Carmarvon May 31 Owen & Roberts, Carnarvon  
 WINTER, WILLIAM HENRY O'BRIEN, Tunbridge Wells June 7 Fox & Prosser, Dean's yard, Westminster  
 WOODWARD, FREDERICK, Colchester, Essex June 5 Goody & Co, Colchester  
 WREES, REV THOMAS BISHOP CAWLEY, Corney, Cumberland May 29 Clark & Sons, Broughton in Furness  
 YARDLEY, LUCY ANN, Bath May 31 Allen, Portsmouth

STRICK, NICHOLAS JAMES, Babbacombe, Auctioneer Exeter Pet Mar 15 Ord April 12  
 WILSON, JOHN and JOSEPH WILSON, Ashton under Lyne, Tailors Ashton under Lyne Pet April 14 Ord April 14  
 WINDER, HERBERT HENRY, and JOHN CHARLES WINDER, Wood st, Exporters High Court Pet April 16 Ord April 16  
 WOOD, JOHN JAMES, Leek, Joiner Macclesfield Pet April 16 Ord April 16  
 YORKE, PHILIP, Cavendish rd, Brondesbury, Building Material Manufacturer High Court Pet April 16 Ord April 16

## FIRST MEETINGS.

BRECH, LOUIS JAMES, Tewkesbury, Licensed Victualler April 29 at 3.30 County Court bldgs, Cheltenham

CHANEY, HERBERT, Cudworth, nr Barnsley, Farmer April 27 at 11 Off Rec, County Court Hall, Regent st (Essexgate Entrance) Birm  
 CHAPMAN-DE-LOUTH, DR WYKHAM, Rosendale rd, West Dulwich April 29 at 11 Bankruptcy bldgs, Carey st  
 CLARK, ROBERT, Drax, nr Selby, Yorks, Joiner April 29 at 11 Off Rec, The Red House, Duncombe pl, York  
 CORRETT, SIR VINCENT EDWIN HENRY, St James pl, April 29 at 12 Bankruptcy bldgs, Carey st  
 CUNNINGHAM, WILLIAM, Ipswich, Baker April 29 at 12.30 Off Rec, 30, Princes st, Ipswich  
 EVANS, WILLIAM POWELL, West Bromwich, Baker April 29 at 11.30 Ruskin chmbrs, 191, Corporation st Birmingham  
 HARTLEY, HARRY, West Barnham, Bognor, Nurseryman, April 27 at 12 Off Rec, 12A, Marlborough pl, Brighton

## HOME MISSIONS.

The ADDITIONAL CURATES SOCIETY provides assistant Clergy for the slums and poorer suburbs of large cities, and for mining and other industrial towns; in doing so it acts as a **CENTRAL AGENCY** for conveying help to those parts of the country where pressure is greatest. The Society's work is of very real importance at the present moment. It enables Churchpeople in any given part to send help to those needy places which are beyond the border of the Diocese in which they live, and therefore cannot be helped by their contribution to its Diocesan Finance. In this way, the A.C.S. is giving great help to the populous poor districts of South London and "London over the Border," to the Colliery regions of South Wales, and to parishes in the Black Country and the Staffordshire Potteries.

**A.C.S. Office: 14, GREAT SMITH STREET, LONDON, S.W.**

HUGHES, ROBERT, Rothley, Leicester April 27 at 3.30 Off Rec, 1 Berridge st, Leicester  
 JARAM, CHARLES HENRY, Shafton-two-Gates, nr Barnsley, Licensed Victualler April 27 at 10.30 Off Rec, County Court Hall, Regent st (Eastgate entrance) Barnsley  
 JEWISON, CHARLES HAROLD, and HENRY JEWISON, York, Horse Dealers May 3 at 3 Off Rec, The Red House, Duncombe pl, York  
 KYNASTON, MARY ANNE, Leintwardine, Hereford April 30 at 12 Off Rec, 2, Offa st, Hereford  
 MITCHELL, ANDREW MILLAR, Clifton Wood, Salesman April 29 at 11.30 Off Rec, 28, Baldwin st, Bristol  
 MOORE, JAMES, Leominster, Political Agent April 30 at 12.30 Off Rec, 2, Offa st, Hereford  
 MORGAN, LOT, Lens gdns, Hammer-smith April 30 at 12, Bankruptcy bldgs, Carey st  
 NEARARD, WILLIAM, Ramshotton, Lancs, Boot Maker April 29 at 11.50 Off Rec, 10, Exchange st, Bolton  
 O'DAY, THOMAS, Warrington, Provision Dealer April 28 at 3 Off Rec, Byrom st, Manchester  
 ORME, WILLIAM, Woodbridge, Suffolk, Gas Works Manager April 29 at 12.45 Off Rec, 58, Princes st, Ipswich  
 PEARL, SIR ROBERT, Fart, Tamworth April 28 at 1 Bankruptcy bldgs, Carey st  
 PORTER, JOHN THOMAS, Lincoln April 30 at 12 Off Rec, 10, Bank st, Lincoln  
 PRICE, ALBERT, and EDWIN PRICE, Ludlow, Salop, Grocers April 30 at 2.30 Off Rec, 2, Offa st, Hereford  
 RAWLING, ARTHUR, and HERBERT RAWLING, Stibbard, Norfolk, Farmers May 1 at 3.30 Off Rec, 8, King st, Norwich  
 SCUDAMORE, THOMAS RYMER, Blackwood, Mon, Grocer April 27 at 11 Off Rec, 144, Commercial st, Newport, Mon  
 SIMPSON, ALFRED PHIPPS, Nottingham, Insurance Agent April 28 at 11 Off Rec, 4, Castle pl, Park st, Nottingham  
 STRICK, NICHOLAS JAMES, Babbacombe, Devon, Auctioneer April 29 at 11.45 Off Rec, 9, Bedford circus, Exeter  
 TOMES, JAMES HENRY, Southsea, Hants, General Sundryman April 28 at 12 Off Rec, Cambridge Junction, High st, Portsmouth  
 TOWERS, MARTHA ANN, Wakefield April 27 at 3 Off Rec, 21, King st, Wakefield  
 WINTERBOTTOM, CLEMENT, Rochdale, Grocer April 30 at 11.30 Town Hall, Rochdale  
 WOLFE, ALBERT WILLIAM, Leicester, Boot Manufacturer April 27 at 3 Off Rec, 1 Berridge st, Leicester  
 YONKE, PHILIP, Cavendish rd, Broadbury, Building Material Manufacturer April 28 at 11.30 Bankruptcy bldgs, Carey st

## ADJUDICATIONS.

ALLEN, CHARLES HEDLEY EDWARD, St Stephen's chmbrs Telegraph st High Court Pet Mar 4 Ord April 15  
 ARKLEY, HERBERT, Duwell, Yorks, Blacksmith Kingston upon Hull Pet April 16 Ord April 16  
 CASWELL, SARAH AMELIA, Calne, Wilts Swindon Pet April 16 Ord April 16  
 CHAPMAN-DE-LOUTH, DE WYKHAM, Rosendale rd, West Dulwich High Court Pet April 17 Ord April 17  
 CLARK, ROBERT, Drax, nr Selby, Yorks, Joiner York Pet April 14 Ord April 14  
 CORBETT, SIR VINCENT EDWIN HENRY, St James's pl High Court Pet April 17 Ord April 17  
 CUNNINGHAM, WILLIAM, Ipswich, Baker Ipswich Pet April 15 Ord April 15  
 DODSWORTH, ROBERT HAROLD, Stockton on Tees, Joiner Stockton on Tees Pet April 16 Ord April 16  
 EARLE, ALBERT GEORGE, Malvern, Company Director Worcester Pet April 17 Ord April 17  
 EVANS, DAN HARRIS, Rutland st, Knightsbridge High Court Pet June 17 Ord April 16  
 GRASHOP, ARTHUR FREDERICK, Curzon st, Mayfair High Court Pet Nov 26 Ord April 16  
 HAMILTON, EDWARD CHERRY, Hove, Sussex, Company Promoter Kingston, Surrey Pet April 7 Ord April 13  
 HARRISON, ARCHIBALD CARRY GRAEME, Carragh, Ireland High Court Pet June 26 Ord April 16  
 HUGHES, ROBERT, Rothley, Leicester Leicester Pet April 16 Ord April 16  
 JEFFERSON, HENRY, and FRANK WORSDALE, Kingston upon Hull, Plumbers Kingston upon Hull Pet April 15 Ord April 15

JEWISON, CHARLES HAROLD, and HENRY JEWISON, York, Horse Dealers York Pet April 14 Ord April 14  
 KYNASTON, MARY ANNE, Leintwardine, Hereford Leominster Pet April 15 Ord April 15  
 MORGAN, JOHN THOMAS, Chesterfield, Grocer Chesterfield Pet April 17 Ord April 17  
 ORME, WILLIAM, Woodbridge, Suffolk, Gas Works Manager Ipswich Pet April 16 Ord April 16  
 PEARL, SIR ROBERT, Fart, Tamworth High Court Pet April 16 Ord April 16  
 PORTER, JOHN THOMAS, Lincoln Lincoln Pet April 15 Ord April 15  
 RAFFITT, WILLIAM, Hemsworth, Yorks, Boot Dealer Wakefield Pet April 16 Ord April 16  
 RAWLING, ARTHUR, and HERBERT RAWLING, Stibbard, Norfolk, Farmers Norwich Pet Mar 30 Ord April 15  
 SELBY, JOHN WILLIAM, Benwick, Cambridge, Grocer Peterborough Pet Mar 23 Ord April 15  
 SHEARLOCK, ARTHUR JOHN, and GEORGE FRANCIS WILCOCKS, Regents parade, North Finchley, Hosiery Bazaar Pet Mar 5 Ord April 15  
 WALLACE, FRANCIS HADDOCK, Wembley, Middx, Bank Clerk St Albans Pet Feb 20 Ord April 16  
 WOOD, JOHN JAMES, Leek, Joiner Macclesfield Pet April 16 Ord April 16

London Gazette—FRIDAY, April 23.

## RECEIVING ORDERS.

BERTIE, WALTER ROBERT, Palmer's Green, Builder Edmonton Pet Mar 10 Ord April 12  
 BLACK, JOHN WILLIAM ALLEN, Bradford, Waste Dealer Bradford Pet April 9 Ord April 20  
 BROWN, JOHN, Ince in Makerfield Lancs, Gas Works Labourer Wigan Pet April 19 Ord April 19  
 COOPER, GEORGE HENRY, Doncaster, Dental Mechanic Sheffield Pet April 20 Ord April 20  
 CUNLIFFE, JOHN WILLIAM, Skelmersdale, Lancs, Colliery Dattaler Liverpool Pet April 19 Ord April 19  
 DAVIS, GEORGE, Withington, Manchester, Fishmonger Manchester Pet April 21 Ord April 21  
 ESPIN, FRED, Barton on Humber, Cycle Polisher Great Grimsby Pet April 21 Ord April 21  
 EVANS, WILLIAM, Lincoln, Cycle Repairer Lincoln Pet April 19 Ord April 19  
 FORD, JOHN, Eastleigh, Southampton, Butcher Southampton Pet April 19 Ord April 19  
 HANSEN, VALDEMAR, Beacomfield, Bucks, Nurseryman, Aylesbury Pet April 19 Ord April 19  
 HAWKINS, JAMES, Weston super Mare, Butcher's Manager Bridgwater Pet April 19 Ord April 19  
 HOLDEN, JAMES, Radcliffe, Stationer Bolton Pet April 21 Ord April 21  
 JACKSON, THOMAS WILLIAM, Faxeet, Yorks, Farmer Kingston upon Hull Pet April 21 Ord April 21  
 LARKWORTH, ISAAC, Plymouth, nr Plymouth, Labourer Plymouth Pet April 21 Ord April 21  
 LEES, LUCY A., Gloucester gate, Kensington High Court Pet Feb 3 Ord April 21  
 PEPPERCOCK, FREDERICK, Deptford Greenwich Pet Mar 12 Ord April 20  
 SKINNER & GRANT, Bromley, Kent, Tailors Croydon Pet Mar 31 Ord April 20  
 THOMSON, GEORGE, Victoria mews, Queen's rd, Baywater, Motor Car Fitter High Court Pet April 21 Ord April 21  
 TUNBRIDGE, FREDERICK ADAM, Church Alkham, Kent, Builder Canterbury Pet April 20 Ord April 20  
 WHITE, THOMAS WILLIAM, Burnham Abbey, Buckingham, Farmer Windsor Pet April 19 Ord April 19  
 WHITNALL, JOHN WILLIAM, Hulme, Manchester, Wholesale Tobacconist Manchester Pet April 16 Ord, April 20

## FIRST MEETINGS.

ARKLEY, HERBERT, Dunwell, Yorks, Blacksmith May 3 at 11.50 Off Rec, York City Bank chmbrs, Lowgate Hull  
 BERTIE, WALTER ROBERT, Palmer's Green, Builder April 30 at 11.30 14, Bedford row  
 BLACK, JOHN WILLIAM ALLEN, Bradford, Waste Dealer May 3 at 11 Off Rec, 12, Duke st, Bedford  
 BROWN, JOHN, Ince in Makerfield, Lancs, Gas Works Labourer May 1 at 11.30 Off Rec, 19, Exchange st, Bolton

CASWELL, SARAH AMELIA, Calne, Wilts May 3 at 12.30 Off Rec, 28, Regent circus, Swindon  
 CHAPMAN, GEORGE EDWARD, Westcliffe on Sea, Essex, Butcher May 4 at 12.30 14, Bedford row  
 DODSWORTH, ROBERT HAROLD, Stockton on Tees, Joiner April 30 at 12 Off Rec, Court chmbrs, Albert rd, Middlesbrough  
 EVANS, WILLIAM, Lincoln, Cycle Repairer May 4 at 12 Off Rec, 10, Bank st, Lincoln  
 FORD, JOHN, Eastleigh, Southampton, Butcher May 3 at 12 Off Rec, Midland Bank chmbrs, High st, Southampton  
 HUGHTON, ROBERT JOHN, Rotherham, Yorks April 30 at 11 Off Rec, Figtrees ln, Sheffield  
 JEFFERSON, HENRY, and FRANK WORSDALE, Kingston upon Hull, Plumbers May 4 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull  
 JONES, HUGH PARRY, Conway, Carnarvon, Motor Engineer May 3 at 12 Crypt chmbrs, Chester  
 LAIT, FREDERICK WILLIAM, Transmere rd, Harfield, Corn Merchant April 30 at 11 132, York rd, Westminster Bridge rd  
 LEES, LUCY A., Gloucester gate, Kensington May 3 at 1 Bankruptcy bldgs, Carey st  
 RAFFITT, WILLIAM, Hemsworth, Yorks, Boot Dealer April 30 at 11 Off Rec, 21 King st, Wakefield  
 SHEPHERD, WILLIAM HENRY, Southend on Sea, Butcher May 4 at 11.30 14, Bedford row  
 THOMSON, GEORGE, Victoria mews, Queen's rd, Baywater, Motor Car Fitter May 5 at 11 Bankruptcy bldgs, Carey st  
 WINDER, HERBERT HENRY, and JOHN CHARLES WINDER, Wood st, Exporters May 7 at 11 Bankruptcy bldgs, Carey st  
 WOOD, JOHN JAMES, Leek, Staffs, Joiner April 30 at 12 Off Rec, 23, King Edward st, Macclesfield

## ADJUDICATIONS.

ANDERSON, FREDERICK WALTER, Merton rd, Wimbledon Builder Kingston, Surrey Pet June 24 Ord April 15  
 BALDWIN, ERNEST CLAUD, Great Cambridge st, Hackney rd, Fox Manufacturer High Court Pet Mar 1 Ord April 20  
 BLACK, JOHN WILLIAM ALLEN, Bradford, Waste Dealer Bradford Pet April 9 Ord April 21  
 BROWN, JOHN, Ince in Makerfield, Lancs, Gas Works Labourer Wigan Pet April 19 Ord April 19  
 COLLINS, STEPHEN WALPOLE, Vauxhall Cross, Stone Merchant High Court Pet Feb 16 Ord April 21  
 COOPER, GEORGE HENRY, Doncaster, Dental Mechanic Sheffield Pet April 20 Ord April 20  
 CUNLIFFE, JOHN WILLIAM, Skelmersdale, Lancs, Colliery Dattaler Liverpool Pet April 19 Ord April 19  
 DAVIS, GEORGE, Withington, Manchester, Fishmonger Manchester Pet April 21 Ord April 21  
 ESPIN, FRED, Barton on Humber, Cycle Polisher Great Grimsby Pet April 21 Ord April 21  
 EVANS, WILLIAM, Lincoln, Cycle Repairer Lincoln Pet April 19 Ord April 19  
 HAWKINS, JAMES, Weston super Mare, Butcher's Manager Bridgwater Pet April 19 Ord April 19  
 HOLDEN, JAMES, Radcliffe, Stationer Bolton Pet April 21 Ord April 21  
 JACKSON, THOMAS WILLIAM, Faxeet, Yorks, Farmer Kingston upon Hull Pet April 21 Ord April 21  
 LAIT, FREDERICK WILLIAM, Transmere rd, Earlsfield, Corn Merchant Woodworth Pet Mar 15 Ord April 20  
 LARKWORTH, ISAAC, Plymouth, nr Plymouth, Labourer Plymouth Pet April 21 Ord April 21  
 MARTIN, MORRIS, George st, Shoreditch, Cabinet Maker High Court Pet Feb 11 Ord April 21  
 O'DAY, THOMAS, Warrington, Provision Dealer Warrington Pet Mar 17 Ord April 19  
 SOLMERSTEDT, EUGENE, Tottenham court rd High Court Pet Feb 5 Ord April 21  
 THOMSON, GEORGE, Victoria mews, Queen's rd, Baywater, Motor Car Fitter High Court Pet April 21 Ord April 21  
 TUNBRIDGE, FREDERICK ADAM, Church Alkham, Kent, Builder Canterbury Pet April 20 Ord April 20  
 WHITE, THOMAS WILLIAM, Burnham Abbey, Bucks, Farmer Windsor Pet April 19 Ord April 19  
 WILSON, WALTER JAMES, Hill Croome, Worcester, Farmer Worcester Pet Jan 9 Ord April 19

# THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

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APPLY FOR PROSPECTUS.



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